



**STATE OF TENNESSEE  
DEPARTMENT OF FINANCE AND  
ADMINISTRATION**

**REQUEST FOR PROPOSALS  
FOR  
INFORMATION TECHNOLOGY  
PROFESSIONAL SERVICES**

**RFP Number: 317.03.002**

**December 17, 1999**

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# **1 INTRODUCTION**

## **1.1 Statement of Purpose**

The purpose of this Request for Proposals (RFP) is to define the State's minimum requirements, solicit proposals, and gain adequate information by which the State may evaluate the services offered by Proposers.

The State of Tennessee, Department of Finance and Administration, Office for Information Resources, hereinafter referred to as the State, intends to secure a contract for Information Technology Professional Services. The State has an ongoing need for Information Technology (IT) professionals in a variety of job classifications. The dynamic nature of this staffing need requires a flexible means of rapidly obtaining qualified personnel. The State plans to meet this need by awarding source-of-supply contracts to seven (7) vendors. Once these contracts are in place, State agencies will use a structured, competitive process to obtain personnel, and the awarded vendors will compete on each Statement of Work (SOW) issued.

The evaluation process for this RFP will take into account both Technical- and Cost-related responses. In response to the Cost portion, the Proposer will price systems professionals in various job classifications, with the appropriate skill sets and levels of experience. The job classifications will be priced separately and recorded on a provided response form. These costs will be the maximum hourly unit rate the Proposer is allowed to charge for an individual in that job classification. For each project or task, vendors will compete by proposing their "best offer" unit rates, which must be less than or equal to the Unit Rates proposed in response to this RFP.

A description of the services to be provided by these personnel, the method of requesting and selecting personnel, as well as other provisions defining the working relationship, are described in Section 4 of this document and in the attached pro forma contract "Scope of Services."

Provided that the State receives a sufficient number of responsive proposals, seven (7) Proposers will receive awards pursuant to this RFP. The State will award a Contract to the seven responsive Proposers receiving the highest composite scores from the Technical and Cost Evaluations. This will be a shared award.

## **1.2 Scope of Service**

Section A of the *pro forma* contract, included in Section Eight of this RFP, details the scope of services and deliverables that the State requires.

The *pro forma* contract also includes the terms and conditions required by the State.

## **1.3 Contract Duration**

The State intends to enter into a contract with an effective period of 4/3/2000 through 4/2/2002.

The State reserves the right to extend this Contract for an additional one (1) year, provided that the State notifies the Contractor in writing of its intention to do so at least ninety (90) days prior to the contract expiration date. An extension of the term of this Contract will be effected through an amendment to the Contract. If the extension of the Contract necessitates additional funding beyond that which was included in the original Contract, the increase in the State's maximum liability will also be effected through an amendment to the Contract and shall be based upon rates provided for in the original contract and proposal.

## **1.4 Letter of Intent to Propose**

A letter indicating a vendor's intent to respond to this RFP with a proposal should be sent to the RFP Coordinator (refer to section 3.1) no later than the *Letter of Intent to Propose* deadline date detailed in the Section 2, RFP Schedule of Events. *Letters of Intent to Propose* may be delivered by facsimile transmission. Vendors may withdraw their *Letters of Intent to Propose* at any time before the deadline for submitting a proposal.

The following information should be included in the *Letter of Intent to Propose*:

- Vendor Name
- Name and Title of Vendor Main Contact
- Address, Telephone Number, and Facsimile Number of Vendor Main Contact
- Signed Statement of Intent to Propose

Submittal of a *Letter of Intent to Propose*, by the specified deadline, is not a prerequisite for submitting a proposal, but it is necessary to ensure a vendor's receipt of RFP amendments and other communications regarding the RFP.

## **1.5 Proposal Deadline**

Proposals shall be submitted no later than the Proposal Deadline time and date detailed in the Section 2, RFP Schedule of Events. Proposers shall respond to the written RFP and any exhibits, attachments, or amendments. A Proposer's failure to submit a proposal as required before the deadline shall cause the proposal to be disqualified.

Proposers assume the risk of the method of dispatch chosen. The State assumes no responsibility for delays caused by any delivery service. Postmarking by the due date shall not substitute for actual proposal receipt by the State. Late proposals shall not be accepted nor shall additional time be granted to any potential Proposer. Proposals may not be delivered orally, by facsimile transmission, or by other telecommunication or electronic means.

## **1.6 Nondiscrimination**

No person shall be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the State's contracted programs or activities on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor shall they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the State or in the employment practices of the State's contractors. Accordingly, all vendors entering into contracts with the State shall, upon request, be required to show proof of such nondiscrimination and to post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

The State of Tennessee, Department of Finance and Administration has designated the following person to coordinate compliance with the nondiscrimination requirements of the State of Tennessee, Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and applicable federal regulations:

Renee Jackson  
21<sup>st</sup> Floor, William R. Snodgrass Tennessee Tower  
312 8<sup>th</sup> Avenue North  
Nashville, TN 37243-0287

### **1.7    *Assistance to Proposers with a Disability***

Proposers with a handicap or disability may receive accommodation regarding the means of communicating this RFP and participating in this procurement process. Proposers with a disability should contact the RFP Coordinator to request reasonable accommodation no later than the deadline for accommodation requests detailed in the Section 2, RFP Schedule of Events.

## 2 RFP SCHEDULE OF EVENTS

The following RFP Schedule of Events represents the State's best estimate of the schedule that shall be followed. Unless otherwise specified, the time of day for the following events shall be between 8:00 a.m. and 4:30 p.m., Central Time.

The State reserves the right, at its sole discretion, to adjust this schedule as it deems necessary.  
Notification of any adjustment to the Schedule of Events shall be provided to all vendors submitting a *Letter of Intent to Propose*.

	EVENT	DATE	TIME
1	State Issues RFP	12-17-99	
2	Deadline for Proposers with a Disability to Make Accommodation Requests	12-29-99	
3	Deadline for <i>Letter of Intent to Propose</i>	1-10-2000	
4	Deadline for Written Comments	1-14-2000	
5	State Issues Responses to Written Comments	1-21-2000	
6	Deadline for Submitting a Proposal <u>and</u> State Opens Technical Proposals	2-4-2000	2:00 PM
7	State Completes Technical Evaluations	2-23-2000	
8	State Opens Cost Proposals	2-24-2000	
9	State Completes Cost Evaluations	2-25-2000	
10	State Sends a written Evaluation Notice to Proposers <u>and</u> State Opens RFP Files for Public Inspection	3-3-2000	
11	Conclusion of Contract Negotiation and Contract Signing	3-17-2000	
12	Anticipated Contract Start Date	4-3-2000	

### **3 GENERAL REQUIREMENTS AND INFORMATION**

#### **3.1 RFP Coordinator**

The main point of contact for this RFP shall be:

Travis Johnson  
Department of Finance and Administration  
18<sup>th</sup> Floor, William R. Snodgrass Tennessee Tower  
312 8<sup>th</sup> Avenue North  
Nashville, TN 37243-1510  
Tele: 615-741-5727  
Fax: 615-741-4589

The main point of contact shall hereinafter be referred to as the RFP Coordinator.

#### **3.2 RFP Number**

The State has assigned the following RFP identification number -- it should be referenced in all communications regarding the RFP:

RFP-317.03.002

#### **3.3 Communications Regarding the RFP**

- 3.3.1 Upon release of this RFP, all vendor communications concerning this procurement must be directed to the RFP Coordinator. Unauthorized contact regarding the RFP with other State employees of the procuring state agency may result in disqualification.
- 3.3.2 All communications should be in writing to the RFP Coordinator. Any oral communications shall be considered unofficial and nonbinding on the State. Written Comments, including questions and requests for clarification, must cite the subject RFP number. The RFP Coordinator must receive these written requests by the deadline specified in the RFP Schedule of Events.
- 3.3.3 Any communication regarding this RFP sent by facsimile or e-mail transmission must also be sent by United States mail on the same date.
- 3.3.4 The State shall respond in writing to written communications. Such response shall constitute an amendment to the RFP. Only written responses to written communications shall be considered official and binding upon the state. The State reserves the right, at its sole discretion, to determine appropriate and adequate responses to written comments, questions, and requests for clarification.
- 3.3.5 The State shall mail copies of its written responses to written comments, to all vendors submitting a *Letter of Intent to Propose*.
- 3.3.6 Any data or factual information provided by the State shall be deemed for informational purposes only, and if a Proposer relies on said factual information it should either: (1) independently verify the information, or (2) obtain the State's written consent to rely thereon.

#### **3.4 Required Review and Waiver of Objections by Proposers**

Proposers should carefully review this RFP and all attachments, including but not limited to the *pro forma* contract, for comments, questions, defects, objections, or any other matter requiring clarification or correction (collectively called "comments"). Comments concerning RFP objections must be made in writing and received by the State no later than the Deadline for Written Comments detailed in the Section 2, RFP Schedule of Events. This will allow issuance of any necessary amendments and help prevent the opening of defective proposals upon which contract award could not be made.



Protests based on any objection shall be considered waived and invalid if these faults have not been brought to the attention of the State, in writing, by the Deadline for Written Comments.

### **3.5 Proposal Submittal**

- 3.5.1 Proposers shall respond to this RFP with a Technical Proposal and a Cost Proposal. No pricing information shall be included in the Technical Proposal. Inclusion of Cost Proposal amounts in the Technical Proposal shall make the proposal non-responsive.

One (1) original and three (3) copies of the Technical Proposal shall be submitted to the State in a sealed package and be clearly marked:

“Technical Proposal in Response to RFP-317.03.002 -- Do Not Open”

One (1) original and one (1) copy of the Cost Proposal shall be submitted to the State as a separate, sealed package and be clearly marked:

“Cost Proposal in Response to RFP-317.03.002 -- Do Not Open”

If the separately sealed proposals, marked as required above, are enclosed in another container for mailing purposes, the outermost container must fully describe the contents of the package and must be clearly marked:

“Contains Separately Sealed Technical and Cost Proposals”

Please ensure that the Proposer's company name appears on the exterior of all sealed packages and containers.

- 3.5.2 All proposals must be submitted to the RFP Coordinator at:

Department of Finance and Administration  
18<sup>th</sup> Floor, William R. Snodgrass Tennessee Tower  
312 8<sup>th</sup> Avenue North  
Nashville, TN 37243-1510

by the date and time identified as the Deadline for Submitting a Proposal in the RFP Schedule of Events.

### **3.6 Proposal Preparation Costs**

The State shall not pay any costs associated with the preparation, submittal, or presentation of any proposal.

### **3.7 Proposal Withdrawal**

Vendors may withdraw a submitted proposal at any time up to the deadline for submitting proposals. To withdraw a proposal, the vendor must submit a written request, signed by an authorized representative, to the RFP Coordinator before the deadline for submitting proposals. After withdrawing a previously submitted proposal, the vendor may submit another proposal at any time up to the deadline for submitting proposals.

### **3.8 Proposal Amendment**

The State shall not accept any amendments, revisions, or alterations to proposals after the deadline for proposal submittal unless such is formally requested, in writing, by the State.

### **3.9 Proposal Errors**

Proposers are liable for all errors or omissions contained in their proposals. Proposers shall not be allowed to alter proposal documents after the deadline for submitting a proposal.

### **3.10 Incorrect Proposal Information**

If the state determines that a Proposer has provided, for consideration in the evaluation process or contract negotiations, incorrect information which the Proposer knew or should have known was materially incorrect, that proposal shall be determined non-responsive, and the proposal shall be rejected.

### **3.11 Prohibition of Proposer Terms and Conditions**

A Proposer may not submit the Proposer's own contract terms and conditions in a response to this RFP. If a proposal contains such terms and conditions, the State, at its sole discretion, may determine the proposal to be a non-responsive counteroffer, and the proposal may be rejected.

### **3.12 Assignment and Subcontracting**

- 3.12.1 The Contractor may not transfer or assign any portion of the contract without prior, written approval from the State.
- 3.12.2 No subcontractor usage will be allowed under this RFP or the resulting contract.
- 3.12.3 For purposes of this RFP, the State defines "subcontractor usage" as: any form of agreement, verbal or written, with another company or individual, for that company or individual to act as an agent to identify, locate, contact, or in any other way facilitate the prime contractor's efforts to provide candidate(s) to be assigned to information technology positions with the State. "Partnerships" or "Joint Ventures" that achieve substantially the same effect are also prohibited.

### **3.13 Right to Refuse Personnel**

The State reserves the right to refuse, at its sole discretion, any personnel provided by the contractor.

### **3.14 Proposal of Alternate Services**

Proposals of alternate services (*i.e.*, proposals that offer something different from that requested by the RFP) shall be considered non-responsive and rejected.

### **3.15 Proposal of Additional Services**

If a Proposer indicates an offer of services in addition to those required and described in this RFP, these additional services may be added to the contract before contract signing at the sole discretion of the State.

The cost for any such additional services must be incorporated into the required cost amount(s) provided in the Cost Proposal so that all proposals may be equitably evaluated. The Proposer shall not propose unrequested rates as separate, additional rates for additional services. (Refer to section 5.3 of this RFP for Cost Proposal requirements.)

### **3.16 Independent Price Determination**

- 3.16.1 A proposal shall be disqualified and rejected by the State if the price in the proposal was not arrived at independently without collusion, consultation, communication, or agreement as to any matter relating to such prices with any other Proposer, a State employee, or any competitor.
- 3.16.2 The Proposer is prohibited from submitting more than one proposal. Submittal of more than one proposal shall result in the disqualification of the Proposer.
- 3.16.3 The Proposer is prohibited from submitting multiple proposals in a different form (*i.e.*, as a prime contractor and as a subcontractor to another prime contractor). Submittal of multiple proposals in a different form may result in the disqualification of all Proposers associated with a multiple proposal.

- 3.16.4 Should any such prohibited action stated above (see 3.16.1, 3.16.2, and 3.16.3) be detected any time during the term of the contract, such action shall be considered a material breach and grounds for contract termination.

### **3.17 Insurance**

The apparent successful Proposer may be required to provide proof of adequate worker's compensation and public liability insurance coverage before entering into a contract. Additionally, the State may, at its sole discretion, require the apparent successful Proposer to provide proof of adequate professional malpractice liability or other forms of insurance. Failure to provide evidence of such insurance coverage is a material breach and grounds for termination of the contract negotiations. Any insurance required by the State shall be in form and substance acceptable to the State.

### **3.18 Licensure**

Before a contract pursuant to this RFP is signed, the Vendor must hold all necessary, applicable business and professional licenses. The State may require any or all Proposers to submit evidence of proper licensure.

### **3.19 Conflict of Interest and Proposal Restrictions**

- 3.19.1 By submitting a proposal, the Proposer certifies that no amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Proposer in connection with the procurement under this RFP.

Notwithstanding this restriction, nothing in this RFP shall be construed to prohibit a state agency or other governmental entity from making a proposal, being considered for award, or being awarded a contract under this RFP.

- 3.19.2 State agencies shall not contract with an individual who is, or within the past six months has been, an employee of the State of Tennessee. An individual shall be deemed a State employee until such time as all salary, termination pay, and compensations representing annual or compensatory leave have been paid by the State. A contract with a company in which a controlling interest is held by a State employee shall be considered to be a contract with said individual and shall be prohibited.
- 3.19.3 Any individual, company, or other entity involved in assisting the State in the development, formulation, or drafting of this RFP or its scope of services shall be considered to have been given information that would afford an unfair advantage over other Proposers, and said individual, company, or other entity may not submit, or in any way contribute to, a proposal in response to this RFP.

### **3.20 RFP Amendment and Cancellation**

The State reserves the unilateral right to amend this RFP in writing at any time. The State also reserves the right to cancel or reissue the RFP at its sole discretion. If an amendment is issued it shall be provided to all vendors submitting a *Letter of Intent to Propose*. Proposers shall respond to the final written RFP and any exhibits, attachments, and amendments.

### **3.21 Right of Rejection**

- 3.21.1 The State reserves the right, at its sole discretion, to reject any and all proposals or to cancel this RFP in its entirety.
- 3.21.2 Any proposal received which does not meet the requirements of this RFP may be considered to be non-responsive, and the proposal may be rejected. Proposers must comply with all of the terms of this RFP

and all applicable State laws and regulations. The State may reject any proposal that does not comply with all of the terms, conditions, and performance requirements of this RFP.

- 3.21.3 Proposers may not restrict the rights of the State or otherwise qualify their proposals. If a Proposer does so, the State may determine the proposal to be a non-responsive counteroffer, and the proposal may be rejected.
- 3.21.4 The State reserves the right, at its sole discretion, to waive variances in technical proposals provided such action is in the best interest of the State. Where the State waives minor variances in proposals, such waiver does not modify the RFP requirements or excuse the Proposer from full compliance with the RFP. Notwithstanding any minor variance, the State may hold any Proposer to strict compliance with the RFP.

### **3.22 Disclosure of Proposal Contents**

All proposals and other materials submitted in response to this RFP procurement process become the property of the State of Tennessee. Selection or rejection of a proposal does not affect this right. All proposal information, including detailed price and cost information, shall be held in confidence during the evaluation process. Upon the completion of the evaluation of proposals, indicated by public release of an Evaluation Notice, the proposals and associated materials shall be open for review by the public in accordance with *Tennessee Code Annotated*, Section 10-7-504(a)(7). By submitting a proposal, the Proposer acknowledges and accepts that the full contents of the proposal and associated documents shall become open to public inspection.

### **3.23 Severability**

If any provision of this RFP is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and, the rights and obligations of the State and Proposers shall be construed and enforced as if the RFP did not contain the particular provision held to be invalid.

## **4 SPECIAL REQUIREMENTS**

### **4.1 Location and Work Space**

Most work pursuant to this RFP will be performed on-site in Nashville, Tennessee. (For a discussion of exceptions, see the *pro forma* Contract, Section C.5.) If required, the State will provide the Contractor with office space, access to telephones, office supplies, workstations or terminals, and connections to the relevant State LAN/WAN and/or mainframe environment.

Normal State working hours are 8:00 a.m. to 4:30 p.m., Monday through Friday, with overtime work performed as necessary to meet project deadlines. The State is not obligated to provide State supervision outside of normal State working hours. The State supervisor will determine the structure of the workday and the number of hours to be worked per week. In most cases this will be forty (40) hours per week. However, the State reserves the right to modify the work hours in the best interest of the project. The Contractor shall observe the same standard holidays as State employees: New Year's Day, Martin Luther King Day, Presidents' Day, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving, and Christmas (generally two (2) or more days); approximately twelve (12) total days.

Contractor personnel will not be allowed to work off-site. The State will only compensate contractors for work performed at State project sites.

All State facilities are non-smoking buildings. Each building has one area designated for smoking and this is generally a loading dock, parking garage, basement, etc. Contractor personnel will be paid for time at their place of work and will not be compensated for smoke breaks, regardless of duration. Contractor personnel will make arrangements for accounting for this time with their respective State manager.

### **4.2 Training**

The State makes changes to its technical architecture (see Attachment 9.17) from time to time. If a contract individual is assigned to a State project or support area and the technology associated with their assignment changes, the Contractor is responsible for training in the new or changed technology. This responsibility includes all fees associated with the actual training course, travel expenses, and also the hours the individual spends in training. *For example: Assume a contract individual needs training in a particular CASE tool in order to perform their State assignment. The cost of the course, including any travel expenses, will be the responsibility of the Contractor firm and the training hours will not be billable to the State.* Historically, the State has used this provision sparingly. The maximum liability to the Contractor firm for training hours for any individual will be two weeks per year.

### **4.3 Computer Access Security Agreement/Code of Ethics**

Contractor personnel assigned to the State will be required to sign Computer Access Security Agreement and Code of Ethics forms as required of the State's own employees (See Attachment 9.13).

### **4.4 Personnel Classifications**

Under the terms of the Contract and at the State's request, the Contractor will provide the services of the classifications of personnel listed in Attachment 9.14. This Attachment also contains Job Classification descriptions, which list the State's minimum requirements for personnel in the various classifications. In many cases, the Job Classification descriptions will indicate the technical expertise that will be expected of contractor personnel. However, to fit the needs of a particular project, the State may modify the technical expertise requirements of any Job Classification to include other technologies listed in the State Standard Information Resources Architecture (see Attachment 9.17). Note that the State reserves the right to amend this architecture throughout the term of the Contract.

Due to the dynamic nature of projects within State government, the State cannot predict the numbers of personnel that will be required under this Contract. **Therefore, the State makes no guarantees, either stated or implied, about the demand for resources provided through this procurement.**

## **4.5 Information Technology Professional Services Procedures/Provisions**

### **4.5.1 Statement of Work.**

The State will provide the Contractor with a Statement of Work (SOW) describing the required Information Technology Professional (ITPRO) services. The SOW will be provided in electronic format (see Attachment 9.10 for a draft of this document), using an internet-based system known currently as IT/BA PRO.

The SOW will be numbered to facilitate tracking and will include the following: a description of the requested work, the numbers of personnel by skill set (Job Classification), and Project Begin and End Dates. It should also be noted that many of these SOWs will be for timeframes shorter than one year, with projects of a few months not being uncommon.

The Contractor will respond to the SOW with resumes and references for candidates that meet the requirements.

### **4.5.2 Submission of Project Offer and Personnel Resumes.**

Each SOW will specify the deadline for the Contractor to respond to the State's request. This time frame will be no less than six (6) business days, but it may be more at the State's discretion. Within the specified time frame--measured from the date the SOW was distributed--the Contractor must respond using the IT/BA PRO system, either affirming or denying its ability to provide the personnel in the required project time frame. During this response period, if necessary, the Contractor may seek clarifications of the work involved.

The State expects the Contractor to respond fully to each SOW, with candidate(s) for all open position(s) listed on the SOW. This is the minimum requirement. The Contractor is encouraged to supply as many individuals as possible for each position, regardless of the number the State has requested in the SOW. The State is not limited, in terms of number of assignments offered, to the number of positions originally requested in the SOW and may offer more assignments, as business needs dictate.

If the Contractor is unable to provide the personnel requested, it must record this fact in the appropriate way on the IT/BA PRO system. Failure to respond at all, failure to properly set the project offer status, a late response, or lack of resumes and references shall be deemed a denial.

Otherwise, if the Contractor is capable of providing the requested personnel, it will submit a "Project Offer," which will include the following items:

- a. Basic candidate information: Name and Date of Availability of the candidate.
- b. Payment Rate Per Hour for each resume submitted. If the SOW project dates span more than one year of the Master Contract term, the Contractor must provide rates for every effective year. In other words, if the SOW Project Begin and End dates lie completely within year one of the Master Contract term, the Contractor would only provide one hourly rate. On the other hand, if the dates begin in year one and extend into any portion of year 2, the Contractor must propose rates for both years. If the Master Contract has been extended to include year three, then the same rule would apply: rates must be proposed for all effective years.

Payment Rates may not exceed the Payment Rates originally proposed in response to this RFP (i.e., as submitted on Attachment 9.2). However, the Payment Rates may be less, depending on the State's requirements, nature of the job market, and candidate's abilities. The Payment Rates stated in the Project Offer, provided that they are less than those originally proposed, will apply to the SOW/MOU in question and will be used in lieu of the Payment Rates stated in the Master Contract.

- c. The resume(s) of the actual individual(s) proposed for the task or project in question. Each resume must include the results of two reference checks that the Contractor has performed on the proposed individual, including the names and telephone numbers of the references themselves. The Contractor will use standard State-supplied electronic forms (Attachment 9.15) to record the results of the reference checks. At least one of these reference checks must be from a supervisor.

Project Offers submitted without resumes and reference checks will be rejected and will be considered a denial of that Contractor's ability to provide the personnel.

- d. In response to a given SOW, the Contractor shall not submit the same individual for more than one Job Classification.

#### 4.5.3 *Evaluation of Candidates.*

After the Project Offer Due Date, the State will prioritize the candidates from responsive Proposers in order, from low to high pricing. The resumes will be reviewed in this order.

The State will evaluate the resumes and references of submitted candidates. Assuming a given resume meets minimum SOW requirements, the State will contact the Contractor company to request an interview with the candidate. The State will attempt to conduct interviews in order from low to high pricing. However, the order in which the interviews are conducted may vary depending upon the availability of candidates for interviews. The Contractors will be responsible for setting up all interviews.

At the State's discretion, this initial interview may be conducted over the telephone. The State will attempt to pre-screen candidates over the phone. However, if the State is interested in the candidate, the State may, at its discretion, request a face-to-face interview. In this case, all expenses, travel or otherwise, resulting from such a request shall be borne by the Contractor.

The State will continue the interview process until the "best-qualified" individual is found. The best-qualified candidate will be lowest-priced candidate submitted that meets the SOW requirements. The State must have a legitimate rejection reason, directly related to one or more SOW requirements, to reject a lower-priced candidate in favor of a higher-priced one. After selecting the best-qualified candidate, the State will notify all Contractors regarding its selection.

#### 4.5.4 *Memorandum of Understanding.*

After the State has selected the best-qualified candidate(s), it will develop a Memorandum of Understanding (MOU) binding the Contractor to the terms of the Master Contract. (See Attachment 9.11 for a draft of the MOU document.) Prior to Contractor personnel beginning their assignments with the State, the requesting State agency manager, the agency's financial officer, the Office for Information Resources (OIR), and the Contractor must jointly sign the MOU.

A fully executed MOU, containing all of the above signatures, authorizes the Contractor to provide the requested services. The State will deliver to the Contractor a copy of the fully executed MOU by hand, mail, or fax. The Contractor must be in receipt of a fully executed MOU prior to Contractor personnel beginning work. **The State shall not be liable to pay the Contractor for any work performed prior to the Contractor's receipt of a fully executed MOU.**

Another important function of the MOU will be to fix the maximum amount of money to be paid in compensation for the services requested on a particular SOW (the "MOU Project Price"). This amount cannot be exceeded without an MOU amendment. Such an amendment, if deemed necessary by the State, would increase the maximum potential compensation due the Contractor for the work in question, and possibly extend the SOW Project End Date. The Amendment will require the same signatures as the original MOU. In some cases, and at the State's sole discretion, e-mails from signatories shall suffice as approval of MOU amendments.

#### 4.5.5 *Invoicing and Payments for Services.*

The services shall be provided and invoiced on an hourly basis, as used, up to the MOU Project Price stated in the MOU. After the services have been rendered, the Contractor shall invoice the State in accordance with the payment provisions of the Master Contract.

For each MOU, the State will track the expenditures against the MOU Project Price, and will inform the Contractor when expenditures are nearing this cap. It is then the State's sole option to either amend the MOU Project Price to accommodate completion of any work begun, or to allow the Contractor's MOU to expire. The State shall not be liable to pay the Contractor for any hours worked in excess of the most current approved MOU Project Price.

4.5.6 *Continuity of Project Personnel.*

The State encourages the Contractor to maintain continuity of personnel on projects assigned pursuant to an MOU. Continuity of personnel promotes efficiency in the performance of the SOW.

4.5.7 *Double Submissions.*

Two or more Contractors cannot submit the same candidate on the same Statement of Work (SOW). Each Contractor, prior to submitting an individual in response to an SOW, must obtain from that individual a signed Commitment Letter. The following rules apply:

- a. The letter must include the candidate's name, signature and date, and the number of the SOW in question. The SOW number is important, since it will identify the specific SOW for which this candidate is authorizing the submission of his or her resume. **Blanket Commitment Letters covering multiple SOWs will not be allowed.** The letter must also include some statement of the exclusive relationship that the candidate is entering into with regard to this particular SOW. The candidate must sign the letter and the signature must be dated no later than the Project Offer Due Date.
- b. The Contractor company will retain this letter in its files. In the event of a double-submission, the State will request a copy of the Commitment Letter from both vendors. The submission from the Contractor that can produce the letter will be honored; the other Contractor's project offer will be rejected. If neither or both Contractor(s) can produce the letter, the candidate will be rejected.

4.5.8 *Work Visas and Two-Week Notices.*

The State expects candidates proposed to be ready to begin work on the Project Begin Date stated in the SOW. Historically, activities such as securing work visas and turning in two-week notices have delayed start dates. Contractors must take these sorts of delays into account when proposing candidates and only submit candidates that can begin work on the stated Project Begin Date.

4.5.9 *Offer of a State Assignment/Check Availability Status.*

There is a Status on the IT/BA PRO system known as "Check Availability." This Status means that the State agency supervisor is interested in the candidate. However, the supervisor cannot offer the assignment to the candidate prior to receiving an approval from the ITPRO Contract Administrator. This approval is granted electronically on the IT/BA PRO system. **Contracting companies shall not represent to their candidate that he or she has been offered a State assignment prior to receiving an e-mail from the State stating that the Contract Administrator has approved the "Check Availability" status.**

Even after the Check Availability status is set and the Contract Administrator has approved this status, there are several more steps that must be completed before the Contractor will have a fully executed MOU in their hands. For various reasons the MOU may not be signed. Therefore, a Check Availability status approval is not a guarantee of assignment with the State.

4.5.10 *Job Classification Maximum Rates for Optional Extension Year 3.*

In RFP Section 1, the State describes an option to extend the contract for an additional year, for a total Contract term of three (3) years. In response to this RFP, Proposers will only propose maximum rates for



years 1 and 2, and will be evaluated on these rates alone. If the contract is extended, the maximum allowable rates for year 3 will be determined as described in the pro forma contract, Section C.4.

#### **4.6 Performance Evaluations**

Each individual assigned to the State under a Contract resulting from this RFP will, at the State's discretion, be evaluated on a regular basis. A sample evaluation form is included as Attachment 9.12.

- a. The **first** evaluation, at the State's option, will occur at the **end of the fifth working day**. If performance at that time is deemed to be unacceptable, the individual will be terminated and the State will **not** pay for the hours worked. The State will notify the Contractor of this action in writing (a fax, with voice confirmation, will suffice). In this event, the State will not be liable to the Contractor for any costs or damages--including, but not limited to, hourly Payment Rate payments, travel expenses, relocation fees, etc.--related to that individual's assignment at the State. The State will provide such notification to the Contractor no later than the end of the fifth day of the individual's assignment.
- b. A **second** evaluation, at the State's option, will occur at the **end of one month**. If there are performance problems at this time the individual will be terminated and the State will pay for acceptable work performed. The State shall determine if work is acceptable.
- c. **Subsequent** evaluations, at the State's option, will occur **every six months**.
- d. The above provisions shall be in addition to the personnel performance review and termination provisions stated in the Master Contract.
- e. The termination of an individual will not necessarily result in the termination of the Contractor company MOU related to that individual. The State's decision will depend upon the circumstances and whether or not the terminated individual was the only individual on the MOU in question.

#### **4.7 Replacement Personnel**

At the State's request, the Contractor will replace an individual that has been terminated or has voluntarily withdrawn with an individual of equal or greater qualifications. The pay rate shall remain the same. This will be at the State's sole discretion; the State is not obligated to replace terminated or withdrawn individuals.

#### **4.8 Contractor's Inability to Provide Personnel**

The success of this multiple-source procurement mechanism depends upon the Contractor responding to every SOW and providing resumes for every Job Classification requested therein. The State recognizes that there may be occasions when the Contractor may not be able to provide one or more of the requested Job Classifications. In this case, the following provisions apply:

- a. Failure of the Contractor to provide a sufficient number of resumes for all positions in each Job Classification, or to provide resumes with acceptable minimum qualifications, on ten (10) SOWs measured semi-annually for each Contract year shall be grounds for termination of the Master Contract. (At the end of each six-month period, the count shall be reset to zero.)
- b. The Contractor's withdrawal of five (5) candidates, after the State has selected them, measured semi-annually for each Contract year shall be grounds for termination of the Master Contract. (At the end of each six-month period, the count shall be reset to zero.)
- c. State termination for unacceptable performance of five (5) of the Contractor's employees, measured semi-annually for each Contract year, shall be grounds for termination of the Master Contract. (At the end of each six-month period, the count shall be reset to zero.)

- d. In the event of Contract termination as described herein, if the Contractor is providing services pursuant to an MOU at the time of termination of the Master Contract, the Master Contract shall remain in effect to the extent necessary to allow the Contractor to complete the provision of services pursuant to the MOU; and the Contractor shall not be allowed to participate in any future SOWs.
- e. In the event of termination as described herein, nothing shall prevent the State from awarding a replacement contract to another Contractor that originally responded to this RFP.

#### **4.9 Transition period**

There is an overlap in the effective date of contracts awarded under this RFP and the end date of existing ITPRO contracts, which expire on July 31, 2000. This transition period was provided to ensure that there will be adequate time to assign new personnel. However, this overlap also requires special rules to govern the proposal on Project Offers of individuals already assigned to State positions ("incumbents"). During the transition period, the following rules apply:

- a. An incumbent may not be proposed on any new SOW that has a Project Begin Date less than or equal to the Project End Date of the incumbent's current MOU. Any incumbent proposed under these conditions will be disqualified.
- b. The sole exception to Section 4.9.a. is the case of an incumbent being proposed on an SOW to fill the same position that the incumbent currently occupies. An incumbent may be proposed for the same position he or she currently occupies, regardless of his or her current MOU Project End Date or the new SOW Project Begin Date.

From the State's perspective, there is no prohibition against incumbents changing Contractor companies under the new ITPRO contracts during this transition period. In other words, the State will allow an incumbent to be proposed by a Contractor company different from the one currently providing the incumbent personnel.

#### **4.10 Restrictions on Personnel Movement among Contractors and SOWs**

Note that the provisions of this Section 4.10 are distinct from those of Section 4.9 above and apply after the Transition Period.

The Contractor shall not solicit contractor staff from other companies that are assigned to State projects. Furthermore, under no circumstances will the State accept staff movement among companies, or from an existing SOW to a new SOW for the same company, while the individuals are engaged in State assignments.

In the event that an individual assigned to the State under this or any other professional services contract leaves that assignment or is terminated for any reason, prior to the completion of the assigned task(s), that individual is barred from any State assignment under this Contract for a period of three (3) months. For purposes of applying this rule, the three-month period shall be measured from the effective termination/withdrawal date to the Project Begin Date stated in the SOW in question.

The only exceptions to the above rule are if the MOU expires or the State supervisor determines that the individual has completed their assignment under that MOU with the State. In the latter case, the supervisor must notify the ITPRO Contract Administrator by e-mail, providing the individual's name, the final date of the individual's assignment, and explicitly stating that the individual's assignment will be complete under the current MOU as of the date given. An individual released in this way is only eligible to be proposed on SOWs published after the stated assignment end date. Any individual proposed on an SOW with a publication date equal to, or earlier than, that individual's assignment end date will be disqualified from that SOW.

#### **4.11 Deriving Payment Rates for Project End Date Extensions**

In some cases, the Project End Dates on SOWs/MOUs may be extended beyond what was anticipated when the SOW was originally distributed. This may mean that the Contractor has only proposed a rate for year one (1) on an SOW/MOU that is being extended into year two (2); i.e., there would be no agreed upon hourly rate for year 2. Since there is no rate proposed for year 2, the State will derive the year 2 rate using the Consumer Price Index, in a manner similar to that described in Section C.4 of the pro forma contract, using the year 1 payment rate as the base.

#### **4.12 Restrictions on Responding to Future RFPs**

In some cases the personnel provided under this contract will assist in the preparation of future State RFPs. The *pro forma* contract prohibits any Contractor from submitting proposals in response to any RFP that it has, through its employees, assisted in developing. On similar contracts in the past, Contractors have refused to respond to statements of work in order to submit proposals on potentially more lucrative future RFPs. **This is not acceptable.**

Under this procurement, Contractors will **not** be allowed to selectively refuse to respond to an SOW based on the possibility that an RFP may result from that SOW. If the State detects such behavior, the State will terminate the Master Contract of the Contractor involved.

**Do not submit a proposal for this RFP if you have concerns about the limitations expressed above.**

Note, however, that this section in no way prevents the Proposer from responding to any RFP **not** associated with an ITPRO Statement of Work.

#### **4.13 Use of Internet-Based IT/BA PRO System**

The State has implemented an internet-based system, known as IT/BA PRO, to automate the ITPRO process. All ITPRO contractors will be required to use the internet-based system. This will require the contractor to have Internet access, along with the State-standard browser and word processing software. The contractor will be responsible for all costs associated with setting up and upgrading their technical environment to use the IT/BA PRO system. See Attachment 9.16 for the current technical environment required for IT/BA PRO; note, however, that this environment is subject to change as technology and/or State standards change.

#### **4.14 Miscellaneous Policies and Procedures**

- a. Parking. The State will **not** provide parking for Contractor personnel.
- b. State Clinic. Contractor personnel do not have access to the State clinic.
- c. Pagers. The State will reimburse a Contractor for pager expenses only if that expense is supported and justified by the contractor personnel's State supervisor. It is the Contractor's responsibility to satisfy for themselves the validity of the request and the State Supervisor's commitment to reimburse prior to incurring any pager expenses. The State supervisor will be required to sign all invoices for pager expenses prior to payment.
- d. State Vehicles. Contractor personnel may not reserve and/or operate State vehicles.

#### **4.15 Additional Policies and Procedures**

The State will promulgate additional policies and procedures, manual or electronic, to govern requests for ITPRO services as needed, throughout the life of the Contract resulting from this RFP. The State also reserves the right to amend existing policies and procedures and to change the format and content of the SOW and MOU, if such is deemed to be in the best interest of the project or task in question.

## 5 PROPOSAL FORMAT AND CONTENT

### 5.1 General Proposal Requirements

- 5.1.1 The State discourages lengthy and costly proposals. Proposals should be prepared simply and economically and provide a straightforward, concise description of the Proposer's capabilities to satisfy the requirements of this RFP. Emphasis should be on completeness and clarity of content.
- 5.1.2 Proposers must follow all formats and address all portions of the RFP set forth herein providing all information requested. Proposers may retype or duplicate any portion of this RFP for use in responding to the RFP, provided that the proposal clearly addresses all of the State's information requirements.
- 5.1.3 Proposers must respond to every subsection under the Technical Proposal and Cost Proposal sections below. Proposers must label each response to RFP requirements with the section and subsection numbers associated with the subject requirement in this RFP (*e.g.*, the response to the third requirement of the Proposal Transmittal Letter would be labeled 5.2.1.3).

Failure to follow the specified format, to label the responses correctly, or to address all of the subsections may, at the State's sole discretion, result in the rejection of the Proposal.

Proposals must not contain extraneous information. All information presented in a Proposal must be relevant in response to a requirement of this RFP, must be clearly labeled, and, if not incorporated into the body of the Proposal itself, must be referenced to and from the appropriate place within the body of the Proposal. Any information not meeting these criteria shall be deemed extraneous and shall in no way contribute to the evaluation process.

- 5.1.4 Proposals shall be prepared on standard 8 1/2" x 11" paper. Foldouts containing charts, spread sheets, and oversize exhibits are permissible. All responses, as well as any reference material presented, must be written in English. All proposal pages must be numbered, and Technical Proposals must be bound.
- 5.1.5 Proposers shall divide their responses to this RFP into a Technical Proposal and a Cost Proposal and submit them in accordance with Section 3.5 of this RFP by the Deadline for Submitting a Proposal in the RFP Schedule of Events.

Cost Proposal and pricing information shall **not** be included in the Technical Proposal. Inclusion of Cost Proposal dollar amounts in the Technical Proposal shall make the proposal non-responsive and the proposal shall be rejected.

### 5.2 Technical Proposal

The Technical Proposal shall be divided into the following:

- I. Proposal Transmittal Letter;
- II. Mandatory Proposer Qualifications;
- III. General Proposer Qualifications;
- IV. Proposer Experience;
- V. Technical Approach; and
- VI. Detailed Documentation of Proposer Financial Resources.

If a proposal fails to detail and address each of the requirements detailed herein, the State may determine the proposal to be non-responsive and reject it.

- 5.2.1 Proposal Transmittal Letter -- The Technical Proposal must provide a written transmittal and offer of the proposal in the form of a standard business letter. The Proposal Transmittal Letter shall reference and respond to the following subsections in sequence and attach corresponding documentation as required.

The requirements of the Proposal Transmittal Letter section of the proposal are mandatory. Any proposal which does not meet the requirements and provide all required documentation may be considered non-responsive, and the proposal may be rejected.

- 5.2.1.1 The letter shall be signed by a company officer empowered to bind the proposing vendor to the provisions of this RFP and any contract awarded pursuant to it; if said individual is not the company president, the letter shall attach evidence showing authority to bind the company.
- 5.2.1.2 The letter shall state that the proposal remains valid for at least One Hundred Eighty (180) days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any resulting contract between the Proposer and the State.
- 5.2.1.3 The letter shall provide the complete name and Social Security Number of the individual or the legal entity name and Vendor Tax Identification Number of the firm making the proposal.
- 5.2.1.4 The letter shall provide the name, mailing address, and telephone number of the person the State should contact regarding the proposal.
- 5.2.1.5 The letter shall state whether the Proposer or any individual who shall perform work under the contract has a possible conflict of interest (*e.g.*, employment by the State of Tennessee) and, if so, the nature of that conflict. The State reserves the right to cancel an award if any interest disclosed from any source could either give the appearance of a conflict of interest or cause speculation as to the objectivity of the offeror. Such determination regarding any questions of conflict of interest shall be solely within the discretion of the State.
- 5.2.2 Mandatory Proposer Qualifications --Technical Proposals shall provide responses and documentation, as required, that indicate that the Proposer has met the Mandatory Proposer Qualifications requirements. Any Proposal which does not meet the mandatory requirements and provide all required documentation may be considered non-responsive, and the proposal may be rejected.

Technical Proposals shall provide the following information (referencing the subsections in sequence):

- 5.2.2.1 Written confirmation that the Proposer shall comply with all of the provisions in this RFP and shall accept all terms and conditions set out in the *pro forma* contract in Section Eight of this RFP. (Note: If the Proposal fails to provide said confirmation without exception or qualification, the State, at its sole discretion, may determine the proposal to be a non-responsive counteroffer, and the proposal may be rejected.)
- 5.2.2.2 Written certification and assurance of the Proposer's compliance with:
  - the laws of the State of Tennessee;
  - Title VI of the federal Civil Rights Act of 1964;
  - the Equal Employment Opportunity Act and the regulations issued thereunder by the federal government;
  - the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government;
  - the condition that the submitted proposal was independently arrived at, without collusion, under penalty of perjury; and,
  - the condition that no amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Proposer in connection with the procurement under this RFP.

(Use Attachment 9.1, Certification of Compliance)

- 5.2.2.3 Documentation of financial responsibility and stability; said documentation shall include:
  - 5.2.2.3.1 A current written bank reference indicating that the Proposer's business relationship with the financial institution is in positive standing;

- 5.2.2.3.2 Two current written, positive credit references from vendors with which the Proposer has done business; in lieu of such, documentation of a positive credit rating determined by an accredited credit bureau within the last 6 months; and
- 5.2.2.3.3 A copy of a valid certificate of insurance indicating liability insurance in the amount of at least One Million Dollars (\$1,000,000).
- 5.2.3 General Proposer Qualifications -- Technical Proposals shall provide the following information (referencing the subsections in sequence) to evidence the Proposer's qualifications to deliver services similar to those required by this RFP:
- 5.2.3.1 A brief, descriptive statement indicating the Proposer's credentials to deliver the services sought under this RFP. Please limit this to 500 words.
- 5.2.3.2 A brief description of the Proposer's background and organizational history.
- 5.2.3.3 Years in business.
- 5.2.3.4 A brief statement of how long the Proposer has been performing the services required by this RFP.
- 5.2.3.5 Location of offices.
- 5.2.3.6 A description of the Proposer organization's number of employees, longevity, client base.
- 5.2.3.7 Whether there have been any mergers, acquisitions, or sales of the Proposer company within the last ten years (if so, an explanation providing relevant details).
- 5.2.3.8 Form of business (*i.e.*, individual, sole proprietor, corporation, non-profit corporation, limited liability company, *et cetera*).
- 5.2.3.9 A statement as to whether the Proposer or any of the Proposer's employees, agents, independent contractors, or subcontractors have been convicted of, pled guilty to, or pled *nolo contendere* to any felony; and if so, an explanation providing relevant details.
- 5.2.3.10 A statement as to whether there is any pending litigation against the Proposer; and if such litigation exists, attach an opinion of counsel as to whether the pending litigation will impair the Proposer's performance in a contract under this RFP.
- 5.2.3.11 A statement as to whether, in the last ten years, the Proposer has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors; and if so, an explanation providing relevant details.
- 5.2.3.12 An organizational chart highlighting the key people who shall be assigned to manage the personnel called for in this RFP — it should illustrate the lines of authority and designate the individual that will serve as the main vendor contact for the provision of ITPRO services pursuant to this RFP.
- 5.2.4 Proposer Experience -- Technical Proposals shall provide the following information (referencing the subsections in sequence) to evidence the Proposer's experience in delivering services similar to those required by this RFP:
- 5.2.4.1 A list, if any, of all current contractual relationships with the State of Tennessee and all those completed within the previous five-year period -- the listing should include:
- the contract number;
  - the contract term;
  - the procuring state agency; and
  - the State contact name and telephone number for each reference.
- 5.2.4.2 A list of the three (3) largest clients the Proposer is currently serving, or has recently (within the past three [3] years) served. Higher scores will be given for experience reflecting services the same as or similar to those requested in this RFP. For each client, include:

- a. Client name, address, and telephone number. In the case of known mergers or acquisitions, provide current name, address, and telephone number.
- b. Description of service provided.
- c. Maximum number of staff on-site with the client.
- d. Time period of the project and/or contract. Must be stated in the form of "from-to" dates (e.g., "Jan. 95 -- March 96"). Do not state this as a length of time (e.g., "two years"), without start and end dates.
- e. Client's contact reference name and telephone number; provide at least two references for each client. The Proposer **must** verify the accuracy of this information (names and telephone numbers) within thirty (30) days prior to the "Deadline for Submitting a Proposal" date. The State will contact these references, and their input will affect the Proposer's score. If the State is unable to contact a reference after a reasonable effort, scoring will proceed as if the reference were unfavorable.

Label the reference responses as follows: "Experience Reference # 1," followed by specific responses to 5.2.4.2.a through 5.2.4.2.e; etc.

5.2.5 Technical Approach -- Label the responses as follows: 5.2.5.1, 5.2.5.2, 5.2.5.3, 5.2.5.4, and 5.2.5.5.

- 5.2.5.1 Describe how your company would rapidly respond to widely varying levels of staffing. For example, the State may not require any Contractor personnel for several weeks, and then have an immediate need for several ITPRO services personnel. Describe, in some detail, how the Proposer would meet this staffing need. If your company does not have an office or employee presence in the Nashville area, describe how you would overcome this limitation. Limit your response to 1,000 words.
- 5.2.5.2 Indicate if the process you described in 5.2.5.1, above, is currently in place, or if it would require the Proposer to institute new procedures and possibly hire additional personnel not currently on staff.
- 5.2.5.3 Describe your company's approach and methods for retaining a stable staff. Include processes you have in place for motivating your staff to perform at their maximum capability. Also, address plans you have for ensuring technical competence in a changing technological environment.
- 5.2.5.4 For each Job Classification listed in pro-forma contract Section C.3, state the total number of individuals in each Job Classification that your company currently has either "on the bench" or assigned to projects. In other words, the response must list each of the Job Classifications followed by a number (or "count").  
  
Do not artificially inflate this count. Do not include in this count individuals that do not meet the State's Job Classification qualifications (see Attachment 9.14) or with which your company has no current, direct working relationship. For example, do not count individuals who appear on national or public job bank databases, accessible to all vendors and/or the general public.

5.2.5.5 For each Job Classification listed below, state the total number of qualified individuals you will be able to provide to the State as of the Anticipated Contract Start Date given in Section 2 of this RFP:

- a. Project Manager
- b. Advanced Programmer Analyst (Client Server/Micro)
- c. Advanced Programmer Analyst (Web-Based Technologies)
- d. Business Analyst II

In other words, the response must list each of the above Job Classifications followed by a number (or "count"). The personnel that make up this count must have the following characteristics:

- Available for assignment on the Anticipated Contract Start Date.
- All experience and qualifications required for each Job Classification, as described in Attachment 9.14.

- Some pre-existing agreement or relationship with the Proposer to ensure, as much as can reasonably be expected, that the individual will be available for State of Tennessee assignment on the Anticipated Contract Start Date.

Do not artificially inflate this count. Do not include in this count individuals that are under-qualified or those that have been identified only as "possibilities." For example, do not count individuals who appear on national, public, or company job bank databases, but with whom the company has no direct relationship or knowledge of availability; or individuals who are qualified, but are currently working elsewhere and have no intention of leaving their current assignment. The personnel included in the count must be qualified and ready to start on the Anticipated Contract Start Date.

**Note that the above requirements are meant to solicit information for evaluation purposes and do not obligate the State to offer assignments to Contractor personnel on or following the Anticipated Contract Start Date.**

- 5.2.6 Detailed Documentation of Proposer Financial Resources -- documentation of sufficient financial strength and resources to provide the scope of services to the state in the volume projected and within the time frames required; said documentation shall include:
- 5.2.6.1 the most recent independent audited financial statements for a fiscal year ended within the last 48 months;
- 5.2.6.2 the following information detailed as dollar amounts itemized with page references to the independent audited financial statements provided where the amounts may be confirmed (complete Attachment 9.19):
- current assets
  - fixed assets;
  - cash;
  - inventories;
  - current liabilities; and
  - long-term debt;
- 5.2.6.3 a statement as to whether the audited financial statements provided indicate a going concern disclosure, and if so, an explanation of the going concern disclosure; and,
- 5.2.6.4 documentation regarding whether and to what extent there is a positive cash flow from operating activities for the Proposer's current operating period.
- 5.2.6.5 in lieu of the documentation required by Sections 5.2.6.1, 5.2.6.2, 5.2.6.3 and 5.2.6.4, financial resource documentation may include a performance bond from a surety company licensed and authorized to do business in Tennessee. The amount of the performance bond shall be in the sum of One Million dollars (\$1,000,000). The successful Proposer shall provide the performance bond in form and substance acceptable to the State. Refer to Attachment 9.18.

### **5.3 *Cost Proposal***

- 5.3.1 The Cost Proposal shall be submitted to the State as a separate, sealed package from the Technical proposal.
- 5.3.2 The Cost Proposal required format is provided in Attachment 9.2, and the Cost Proposal must be recorded on an exact duplicate thereof.
- 5.3.3 The Proposer shall enter, in the column labeled "Rate" in Attachment 9.2, hourly rates for years 1 and 2 for each Job Classification. Do not leave any Job Classification rates blank. The Cost Proposal shall specifically record the exact cost amounts proposed in the appropriate space as required by Attachment 9.2. Said proposed cost shall incorporate all cost for the proposed scope of services for the total contract period.
- 5.3.4 The Cost Proposal shall record only the proposed cost as required, and shall not record any other rates, amounts, or information. It shall not record any text that could be construed as a qualification of the cost



amounts proposed. If the Proposer fails to specify the Cost Proposal as required, the State shall determine the proposal to be non-responsive and reject it.

5.3.5 The Proposer must sign and date the Cost Proposal.

## **6 EVALUATION AND CONTRACTOR SELECTION**

### **6.1 *Proposal Evaluation Categories and Weights***

The categories that shall be considered in the evaluation of proposals are General Proposer Qualifications, Proposer Experience, Technical Approach, and Cost. Each category shall be weighted as follows, and one hundred (100) points is the maximum total number of points which may be awarded to a proposal:

General Proposer Qualifications:	<b>10</b> (maximum points possible)
Proposer Experience:	<b>30</b> (maximum points possible)
Technical Approach:	<b>20</b> (maximum points possible)
Cost Proposal:	<b>40</b> (maximum points possible)

### **6.2 *Proposal Evaluation Process***

6.2.1 The evaluation process is designed to award the procurement not necessarily to the Proposer of least cost, but rather to the Proposer with the best combination of attributes based upon the evaluation criteria.

6.2.2 The RFP Coordinator shall manage the proposal evaluation process and maintain proposal evaluation records. A Proposal Evaluation Team made up of three or more State employees shall be responsible for evaluating proposals.

6.2.3 All proposals shall be reviewed by the RFP Coordinator to determine compliance with basic proposal requirements as specified in this RFP. If the RFP Coordinator determines that a proposal may be missing one or more such requirements, the Proposal Evaluation Team shall review the proposal to determine:

- 1) if it meets requirements for further evaluation;
- 2) if the State shall request clarification(s) or correction(s); or
- 3) if the State shall determine the proposal non-responsive and reject it.

(See Attachment 9.3, Basic Proposal Requirements Checklist).

6.2.4 J. Allen Staley, CPA, (State position title--Accountant 2), in consultation with the Department of Finance and Administration, shall provide an analysis of each Proposer's detailed documentation of financial resources. The analysis may include where appropriate (but not be limited to) an examination of the Current Ratio, Quick or Acid Test Ratio; Cash Ratio, Gross Working Capital to Total Assets Ratio, Net Working Capital to Total Assets Ratio, and Debt to Worth Ratio. The analysis shall result in a clear, written determination provided to the RFP Coordinator regarding whether each Proposer's detailed documentation of financial resources indicated apparent financial strength, stability, and resources to provide the subject scope of services as required.

If a Proposer's detailed documentation of financial resources is not clearly determined to indicate apparent financial strength and resources to provide the subject scope of services as required, the Proposal Evaluation Team shall review the proposal to determine:

- 1) if the State shall request clarification(s) or correction(s); or
- 2) if the State shall determine the proposal non-responsive and reject it.

6.2.5 The Proposal Evaluation Team shall evaluate responsive proposals. Each evaluator shall score each proposal. The evaluation scoring shall use the pre-established evaluation criteria and weights set out in this RFP. Each evaluator shall use only whole numbers for scoring proposals. (See Attachment 9.4, Technical Proposal Evaluation Format).

6.2.6 The State reserves the right, at its sole discretion, to request clarifications of technical proposals or to conduct discussions for the purpose of clarification with any or all Proposers. The purpose of any such discussions shall be to ensure full understanding of the proposal. Discussions shall be limited to specific

sections of the proposal identified by the State and, if held, shall be after initial evaluation of Technical Proposals. If clarifications are made as a result of such discussion, the Proposer shall put such clarifications in writing.

- 6.2.7 Upon completion of Technical Proposal scoring by the Proposal Evaluation Team, the RFP Coordinator shall calculate the average Technical Proposal scores for each proposal.
- 6.2.8 After opening the Cost Proposals, the RFP Coordinator shall calculate scores for each Cost Proposal. (See Attachment 9.5, Cost Proposal Evaluation Format).

The Cost Evaluation scores shall be based on the amounts indicated in the Cost Proposal. The Coordinator will first multiply each of the Rates proposed by the "Weighting Factor" to derive the "Factored Cost." These Factored Costs will then be added to yield the "Total Factored Cost." This amount shall be used in the following formula to determine the points a Proposer shall receive for the Cost Proposal:

$$\frac{\text{Lowest "Total Factored Cost"}}{\text{"Total Factored Cost" Being Evaluated}} \times \text{Maximum Cost Points} = \text{Points for Proposal Being Evaluated}$$

- 6.2.9 The RFP Coordinator shall combine the average Technical Evaluation scores with the Cost Evaluation scores for each Proposer. (See Attachment 9.6, Proposal Score Summary Matrix).
- 6.2.10 All proposal evaluation calculations shall result in numbers rounded to the nearest two decimal places (*e.g.*, 9.99).

### **6.3 Contract Award Process**

- 6.3.1 The RFP Coordinator shall forward results from the proposal evaluation process to the head of the procuring agency for consideration. Absent appropriate justification, the Proposer receiving the most points shall be considered the successful Proposer.
- 6.3.2 The State reserves the right to make an award without further discussion of any proposal submitted. There shall be no best and final offer procedure. Therefore, each proposal should be initially submitted on the most favorable terms the vendor can offer.
- 6.3.3 After the evaluation of proposals and final consideration of all pertinent information available, the head of the procuring agency shall issue a written Evaluation Notice to all Proposers. The notice shall identify the apparent best-evaluated Proposer. The notice shall not create rights, interests, or claims of entitlement in the apparent best-evaluated Proposer or any vendor. (See Attachment 9.7 for a sample notice).
- 6.3.4 The RFP files shall be made available for public inspection.
- 6.3.5 The State reserves the right, at its sole discretion, to negotiate with the apparent best evaluated Proposer subsequent to the Evaluation Notice.
- 6.3.6 The apparent best evaluated Proposer shall be prepared to enter into a contract with the State which shall be substantially the same as the *pro forma* contract included in Section Eight of this RFP. Notwithstanding, the State reserves the right to add terms and conditions, deemed to be in the best interest of the State, during final contract negotiations. Any such terms and conditions shall be within the scope of the RFP and shall not affect the basis of proposal evaluations.
- 6.3.7 Contractor Registration <sup>3</sup>/<sub>4</sub> Proposers need not be registered with the state to make a proposal. However, all service providers to whom the state of Tennessee makes a contract award should be registered as required by the Department of Finance and Administration prior to Contract Award. (Refer to Attachment 9.8 for additional details).

If a Proposer fails to register with the state as a service provider as required by the Department of Finance and Administration within fourteen (14) calendar days of final contract negotiations, the State may determine, at its sole discretion, that the Proposer is non-responsive to the terms of this RFP.

- 6.3.8 If a Proposer fails to sign and return the contract drawn pursuant to this RFP and final contract negotiations within fourteen (14) calendar days of its delivery to the Proposer, the State may determine, at its sole discretion, that the Proposer is non-responsive to the terms of this RFP, reject the proposal, and open final contract negotiations with the next best evaluated Proposer.
- 6.3.9 Contract award shall be subject to the contract approval of all appropriate State officials in accordance with applicable State laws and regulations.

## **7 STANDARD CONTRACT INFORMATION**

### **7.1 *Contract Approval***

The RFP and the contractor selection processes do not obligate the State and do not create rights, interests, or claims of entitlement in the apparent best-evaluated Proposer or any vendor. Contract award and State obligations pursuant thereto shall commence only after the contract is signed by the Contractor and the head of the procuring state agency and after the contract is signed by all other State officials as required by State laws and regulations to establish a legally binding contract.

### **7.2 *Contract Payments***

Contract payments shall be made in accordance with the Payment Terms and Conditions Section of the final contract.

No payment shall be made until the contract is approved as required by State laws and regulations. Under no conditions shall the State be liable for payment of any type associated with the contract or responsible for any work done by the Contractor, even work done in good faith and even if the Contractor is orally directed to proceed with the delivery of services, if it occurs before the contract start date specified by the contract or before contract approval by State officials as required by applicable statutes and rules of the State of Tennessee.

### **7.3 *RFP and Proposal Incorporated into Final Contract***

This RFP and the successful proposal shall be incorporated into the final contract.

### **7.4 *Contract Monitoring***

The Contractor shall be responsible for the completion of all work set out in the contract. All work is subject to inspection, evaluation, and acceptance by the State. The State may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. At reasonable times, the State may inspect those areas of the Contractor's place of business that are related to the performance of the contract. If the State requires such an inspection, the Contractor shall provide reasonable access and assistance.

### **7.5 *Contract Amendment***

During the course of this contract, the State may request the Contractor to perform additional work for which the Contractor would be compensated. That work shall be within the general scope of this RFP. In such instances, the State shall provide the Contractor a written description of the additional work, and the Contractor shall submit a time schedule for accomplishing the additional work and a price for the additional work based on the rates included in the Contractor's Proposal to this RFP. If the State and the Contractor reach an agreement regarding the work and associated compensation, said agreement shall become effective by means of a contract amendment. Any such amendment requiring additional work must be mutually agreed upon by the parties and signed by the Contractor and the head of the procuring state agency and must be approved by other State officials as required by State laws and regulations. The Contractor shall not commence additional work until the State has issued a written contract amendment and secured all required approvals.

## **8      *PRO FORMA CONTRACT***

The *pro forma* contract (provided in the following pages) contains capitalized and bracketed items that shall be replaced with appropriate information in the final contract.

**CONTRACT**  
**BETWEEN THE STATE OF TENNESSEE,**  
**DEPARTMENT OF FINANCE AND ADMINISTRATION**  
**AND**  
**[CONTRACTOR NAME]**

This Contract, by and between the State of Tennessee, [STATE AGENCY NAME], hereinafter referred to as the "State" and [CONTRACTOR LEGAL ENTITY NAME], hereinafter referred to as the "Contractor," is for the provision of Information Technology Professional Services, as further defined in the "SCOPE OF SERVICES."

The Contractor is [AN INDIVIDUAL / A FOR-PROFIT CORPORATION / A NONPROFIT CORPORATION / A SPECIAL PURPOSE CORPORATION OR ASSOCIATION / A FRATERNAL OR PATRIOTIC ORGANIZATION / A LIMITED LIABILITY COMPANY]. The Contractor's address is:

[ADDRESS]

The Contractor's place of incorporation or organization is [STATE OF ORGANIZATION].

A. SCOPE OF SERVICES:

- A.1. The Contractor is to provide the State with Information Technology Professional (ITPRO) services as set forth in this Scope of Services and the State's Request for Proposal number 317.03.002 (hereinafter referred to as the "RFP"), issued on December 17, 1999, which is incorporated herein and made a part of this Contract.
- A.2. Under the terms of this Contract and at the State's request, the Contractor will provide to the State the services of the classifications of personnel listed in Contract Section C.3, below (collectively, "personnel").
- A.3. The Contractor understands and agrees that the State has executed and may execute contracts with other parties for services the same as or similar to those described herein.
- A.4. The State will request personnel as needed, in accordance with the provisions of the RFP. The Contractor agrees to make its best effort to provide personnel in the quantities requested by the State. The State will evaluate the qualifications of all individuals proposed, and will request resumes, references, and/or face-to-face interviews to aid in this evaluation. The State reserves the right, throughout the life of this Contract, to refuse, for whatever reason, any individual proposed by the Contractor for a given position.
- A.5. The purpose of this Contract is to establish potential sources of supply for Information Technology Professional Services personnel, but it in no way obligates the State to use any of the Contractor's personnel. Throughout the term of the Contract, the State retains full control and flexibility with regard to the types, quantities, and timing of personnel usage.
- A.6. Personnel must meet the qualifications specified in the RFP and this Scope of Services. However, the State may waive any qualification related to the ITPRO services skill sets, if it deems this to be necessary and in the State's best interest, in order to acquire uniquely skilled personnel.
- A.7. Personnel will serve as members of State project teams, and operate under State management, to provide the State with ITPRO services. The specific roles and responsibilities of the personnel shall be as defined in the Contract, RFP, and future Statements of Work ("SOWs"); provided, however, that the State reserves the right to amend these roles and responsibilities, as needed, to others within the required ITPRO skill sets, if this is deemed to be in the best interest of the State.
- A.8. The Contractor must acquire, at its own expense, all technology and expertise required to access, support, and use the State's electronic IT/BA PRO system. The Contractor agrees to upgrade, also at its own

expense, this technology and expertise as required to maintain compatibility with the State's IT/BA PRO system throughout the life of this Contract.

B. CONTRACT TERM:

- B.1. Contract Term. This Contract shall be effective for the period commencing on 4/3/2000 and ending on 4/2/2002. The State shall have no obligation for services rendered by the Contractor which are not performed within the specified period.
- B.2. Term Extension. The State reserves the right to extend this Contract for an additional one (1) year, provided that the State notifies the Contractor in writing of its intention to do so at least ninety (90) days prior to the contract expiration date. An extension of the term of this Contract will be effected through an amendment to the Contract. If the extension of the Contract necessitates additional funding beyond that which was included in the original Contract, the increase in the State's maximum liability will also be effected through an amendment to the Contract and shall be based upon rates provided for in the original contract and proposal.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed [WRITTEN DOLLAR AMOUNT], (\$[NUMBER]). The Payment Rates in Section C.3 shall constitute the entire compensation due the Contractor for the Service and all of the Contractor's obligations hereunder regardless of the difficulty, materials or equipment required. The Payment Rates include, but are not limited to, all applicable taxes, fees, overheads, profit, travel, and all other direct and indirect costs incurred or to be incurred by the Contractor, except as noted in Section C.5 below.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with Payment Rates detailed in Section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

- C.2. Compensation Firm. The Payment Rates in Section C.3 and the maximum liability of the State under this Contract are firm for the duration of the Contract and are not subject to increase for any reason unless amended.
- C.3. Payment Methodology. The Contractor shall be compensated based on the Payment Rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in Section C.1. The Contractor shall be compensated in amounts up to, but not exceeding, the following Payment Rates:

PAYMENT RATE PER HOUR		
<u>JOB CLASSIFICATION</u>	<u>YEAR 1</u>	<u>YEAR 2</u>
Project Manager	\$ <u>XXX.XX</u>	\$ <u>XXX.XX</u>
Systems Analyst	\$ <u>XXX.XX</u>	\$ <u>XXX.XX</u>
Programmer Analyst (Mainframe)	\$ <u>XXX.XX</u>	\$ <u>XXX.XX</u>
Advanced Programmer Analyst (Mainframe)	\$ <u>XXX.XX</u>	\$ <u>XXX.XX</u>
Programmer Analyst (Client Server/Micro)	\$ <u>XXX.XX</u>	\$ <u>XXX.XX</u>
Advanced Programmer Analyst (Client Server/Micro)	\$ <u>XXX.XX</u>	\$ <u>XXX.XX</u>



Network Administrator	<u>\$XXX.XX</u>	<u>\$XXX.XX</u>
Advanced Network Administrator	<u>\$XXX.XX</u>	<u>\$XXX.XX</u>
LAN System Programmer	<u>\$XXX.XX</u>	<u>\$XXX.XX</u>
Advanced LAN System Programmer	<u>\$XXX.XX</u>	<u>\$XXX.XX</u>
MVS System Programmer	<u>\$XXX.XX</u>	<u>\$XXX.XX</u>
Advanced MVS System Programmer	<u>\$XXX.XX</u>	<u>\$XXX.XX</u>
UNIX System Programmer	<u>\$XXX.XX</u>	<u>\$XXX.XX</u>
Advanced UNIX System Programmer	<u>\$XXX.XX</u>	<u>\$XXX.XX</u>
Data Administrator/Database Administrator	<u>\$XXX.XX</u>	<u>\$XXX.XX</u>
System Administrator	<u>\$XXX.XX</u>	<u>\$XXX.XX</u>
Desktop Support	<u>\$XXX.XX</u>	<u>\$XXX.XX</u>
Help Desk Representative	<u>\$XXX.XX</u>	<u>\$XXX.XX</u>
Programmer Analyst (Web-Based Technologies)	<u>\$XXX.XX</u>	<u>\$XXX.XX</u>
Advanced Programmer Analyst (Web-Based Technologies)	<u>\$XXX.XX</u>	<u>\$XXX.XX</u>
Business Analyst I	<u>\$XXX.XX</u>	<u>\$XXX.XX</u>
Business Analyst II	<u>\$XXX.XX</u>	<u>\$XXX.XX</u>
Business Analyst III	<u>\$XXX.XX</u>	<u>\$XXX.XX</u>

The Contractor will propose new Payment Rates, not to exceed the Payment Rates stated in Section C.3, as a part of its "Project Offer" response to each SOW. The proposed Project Offer Payment Rates shall be the rates in effect for a given SOW/MOU.

Payment Rates for Year 2 take effect on the anniversary of the Contract effective date given in Section B. The years associated with the Payment Rates in this Section refer to the year in which the work was actually performed, and the Contractor shall bill accordingly.

The Contractor shall not be compensated for travel time to the primary location of service provision.

The Contractor shall submit monthly invoices for completed work, in form and substance acceptable to the State with all of the necessary supporting documentation, prior to any payment. Invoices shall be submitted to the individual named in the relevant MOU. Such invoices shall, at a minimum, include the name of each individual, the individual's job title, the number of hours worked during the period, the applicable Payment Rate, the total compensation requested for the individual, and the total amount due the Contractor for the period invoiced.

- C.4 The Payment Rates in Section C.3 are firm for the duration of the Contract. In the event that the term of the Master Contract (or MOU) is extended, the State will execute a Contract amendment to adjust these rates for inflation based on the Consumer Price Index (CPI). The rates shall be adjusted in accordance with the CPI for All Urban Consumers (CPI-U) for the U.S. City Average for All Items, 1982-84=100 (the "Index") published by the Bureau of Labor Statistics, U.S. Department of Labor, Washington, D.C., or its successor index. In the event said Index ceases publication, the adjustment shall be determined by using the CPI for Urban Wage Earners and Clerical Workers (CPI-W) for the U.S. City Average for the same area coverage; or, if not available, then according to the Index most comparable to the Index for All Urban Consumers.

The Year 2 Payment Rates, or relevant Project Offer rates, shall be used as the base. Adjustments to this base shall equal the percentage change determined from the Index for the year ending on December 31st

of the year preceding the year of Contract (or MOU) termination, after comparing it to the Index ending on December 31st of the next preceding year. The amended Payment Rates shall take effect on the anniversary of the Contract effective date given in Section B. Once adjusted, the new Unit Rates shall apply for one (1) year, for the term of the MOU, or throughout the remaining term of the Master Contract, as extended; whichever is applicable.

Otherwise, the Payment Rates in Section C.3 are firm for the duration of this Contract and are not subject to escalation for any reason, unless amended.

C.5. Travel Compensation. With regard to Travel, the following provisions shall apply:

C.5.a. The "Official Station," which is defined as the location at which Contractor personnel shall perform the major portion of their duties, will be designated by the State in the SOW. In most cases this will be Nashville, Tennessee.

C.5.b. Neither the Contractor, its personnel, nor its agents shall be eligible for reimbursements for any travel expenses related to work performed at the Official Station. This includes, but is not limited to, travel to and from the Official Station, and food and lodging therein.

C.5.c. In some cases, at the State's request and with prior written approval, Contractor personnel may be required to travel and work away from the Official Station. Such travel expenses shall be reimbursed in accordance with the *State of Tennessee Comprehensive Travel Regulations*, as amended from time to time.

C.5.d. Compensation to the Contractor for State-authorized travel, meals and/or lodging shall be in the amount of actual costs, subject to maximum amounts and limitations specified in the State's *Comprehensive Travel Regulations*, as amended from time to time. This amount shall not exceed (\$[NUMBER]) during the period of this contract.

C.6. Payment of Invoice. The payment of the invoice by the State shall not prejudice the State's right to object to or question any invoice or matter in relation thereto. Such payment by the State shall neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the amounts invoiced therein.

C.7. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the State, on the basis of audits conducted in accordance with the terms of this contract, not to constitute proper remuneration for compensable services.

C.8. Deductions. The State reserves the right to deduct from amounts which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the State of Tennessee any amounts which are or shall become due and payable to the State of Tennessee by the Contractor.

C.9. Automatic Deposits. The Contractor shall complete and sign an "Authorization Agreement for Automatic Deposit (ACH Credits) Form." This form shall be provided to the Contractor by the State. Once this form has been completed and submitted to the State by the Contractor all payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee shall be made by Automated Clearing House (ACH). The Contractor shall not invoice the State for services until the Contractor has completed this form and submitted it to the State.

D. STANDARD TERMS AND CONDITIONS:

D.1. Required Approvals. The State is not bound by this Contract until it is approved by the appropriate Tennessee State officials in accordance with applicable Tennessee State laws and regulations.

- D.2. Modification and Amendment. This Contract may be modified only by a written amendment executed by all parties hereto and approved by the appropriate Tennessee State officials in accordance with applicable Tennessee State laws and regulations.
- D.3. Termination for Convenience. The State may terminate this Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the State. The State shall give the Contractor at least thirty (30) days written notice before the effective termination date.
- D.3.a. The Contractor shall be entitled to receive compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the State be liable to the Contractor for compensation for any service which has not been rendered.
- D.3.b. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.4. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any terms of this Contract, the State shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Contract by the Contractor.
- D.5. Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, they shall contain, at a minimum, sections of this Contract pertaining to "Conflicts of Interest" and "Nondiscrimination" (sections D.6. and D.7.).
- D.6. Conflicts of Interest. The Contractor warrants that no part of the total Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed relative to this Contract.
- D.7. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.8. Records. The Contractor shall maintain documentation for all charges against the State under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.9. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.10. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.11. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be

construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.

- D.12. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

The Contractor, being an independent contractor and not an employee of the State, agrees to carry adequate public liability and other appropriate forms of insurance, including adequate public liability and other appropriate forms of insurance on the Contractor's employees, and to pay all applicable taxes incident to this Contract.

- D.13. State Liability. The State shall have no liability except as specifically provided in this Contract.

- D.14. Hold Harmless. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, bad faith, negligence, or willful misconduct on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys for the State in the event such service is necessitated to enforce the terms of this Contract or otherwise enforce the obligations of the Contractor to the State.

In the event of any such suit or claim, the Contractor shall give the State immediate notice thereof and shall provide all assistance required by the State in the State's defense. The State shall give the Contractor written notice of any such claim or suit, and the Contractor shall have full right and obligation to conduct the Contractor's own defense thereof. Nothing contained herein shall be deemed to accord to the Contractor, through its attorney(s), the right to represent the State of Tennessee in any legal matter, such rights being governed by *Tennessee Code Annotated*, Section 8-6-106.

- D.15. Force Majeure. The obligations of the parties to this contract are subject to prevention by causes beyond the parties control that could not be avoided by the exercise of due care including, but not limited to, acts of God, riots, wars, strikes, epidemics or any other similar cause.

- D.16. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.

- D.17. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. The Contractor acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.

- D.18. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.

- D.19. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.
- D.20. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.
- E. SPECIAL TERMS AND CONDITIONS:
- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions shall control.
- E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by facsimile transmission, by overnight courier service, or by first class mail, postage prepaid, addressed to the respective party at the appropriate facsimile number or address as set forth below or to such other party, facsimile number, or address as may be hereafter specified by written notice.

The State:

Bill Ezell, Director, Systems Development and Support  
Department of Finance and Administration  
18<sup>th</sup> Floor, William R. Snodgrass Tennessee Tower  
312 8<sup>th</sup> Avenue North  
Nashville, TN 37243-1510  
Tele: (615) 741-5077  
Fax: (615) 741-4589

The Contractor:

[NAME AND TITLE OF CONTRACTOR CONTACT PERSON]  
[NAME OF CONTRACTOR]  
[ADDRESS]  
[TELEPHONE NUMBER]  
[FACSIMILE NUMBER]

All instructions, notices, consents, demands, or other communications shall be considered effectively given as of the day of delivery; as of the date specified for overnight courier service delivery; as of three (3) business days after the date of mailing; or on the day the facsimile transmission is received mechanically by the telefax machine at the receiving location and receipt is verbally confirmed by the sender if prior to 4:30 p.m. CST. Any communication by facsimile transmission shall also be sent by United States mail on the same date of the facsimile transmission.

- E.3. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Contract upon written notice to the Contractor. Said termination shall not be deemed a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- E.4. State Ownership of Work Products. The State shall have all ownership right, title, and interest, including ownership of copyright, in all work products created, designed, developed, derived, and/or documented for the State under this Contract. The State shall have royalty-free, non-exclusive, and unlimited rights to

use, disclose, reproduce, or publish, for any purpose whatsoever, all said work products. The Contractor shall furnish such information and data upon request of the State, in accordance with the Contract and applicable State law.

- E.5. State Furnished Property. The Contractor shall be responsible for the correct use, maintenance, and protection of all articles of nonexpendable, tangible, personal property furnished by the State for the Contractor's temporary use under this Contract. Upon termination of this Contract, all property furnished shall be returned to the State in good order and condition as when received, reasonable use and wear thereof excepted. Should the property be destroyed, lost, or stolen, the Contractor shall be responsible to the State for the residual value of the property at the time of loss.

- E.6. Incorporation of Additional Documents. Included in this Contract by reference are the following documents:

- I) The Contract document and its attachments;
- II All Clarifications and addenda made to the Contractor's Proposal, as agreed to by the State;
- III) The Request for Proposal and its associated amendments;
- IV) Statements of Work;
- V) The Contractor's Proposal.

In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance under this Contract, these documents shall govern in order of precedence detailed above.

- E.7. Confidentiality of Records. Strict standards of confidentiality of records shall be maintained in accordance with the law. All material and information provided to the Contractor by the State or acquired by the Contractor on behalf of the State whether verbal, written, magnetic tape, cards or otherwise shall be regarded as confidential information in accordance with the provisions of State law and ethical standards and shall not be disclosed, and all necessary steps shall be taken by the Contractor to safeguard the confidentiality of such material or information in conformance with State law and ethical standards.

The Contractor will be deemed to have satisfied its obligations under this section by exercising the same level of care to preserve the confidentiality of the State's information as the Contractor exercises to protect its own confidential information so long as such standard of care does not violate the applicable provisions of the first paragraph of this section.

The Contractor's obligations under this section do not apply to information: in the public domain; entering the public domain but not from a breach by the Contractor of this Contract; previously possessed by the Contractor without written obligations to the State to protect it; acquired by the Contractor without written restrictions against disclosure from a third party which, to the Contractor's knowledge, is free to disclose the information; independently developed by the Contractor without the use of the State's information; or, disclosed by the State to others without restrictions against disclosure.

It is expressly understood and agreed the obligations set forth in this section shall survive the termination of this Contract.

- E.8. Contractor Personnel Performance Problems. The State shall be the sole judge of the Contractor's personnel performance. The Contractor agrees to remove and replace at the Contractor's expense, personnel judged by the State as not making substantial contributions to the projects to which Contractor's personnel are assigned. The Contractor agrees not to charge the State for services performed which the State designates as being unacceptable. The Contractor further agrees not to remove or transfer personnel performing acceptably, without written approval of the State during the term of the Contract.

- E.9. Mandatory Attendance and Leave Documentation. Contractor personnel shall maintain and sign State of Tennessee attendance and leave documents to verify the number of hours worked. The State is not obligated to sign or otherwise authorize Contractor-supplied attendance and leave documents.
- E.10. State's Electronic Time Tracking System. Contractor personnel shall enter their hours worked into "Multitrak," the State's automated time and Request for Service (RFS) tracking system. Contractor personnel shall exercise due diligence to ensure that hours worked as entered into Multitrak exactly match hours worked as indicated on the State of Tennessee attendance and leave documents for each pay-period. Multitrak reports will serve as the State's authorization to the Contractor to bill the State for the hours worked, and will be included as supporting documentation with every invoice submitted.
- E.11. Solicitation of State Employees Prohibited. The Contractor shall not solicit State employees in State facilities or during State work hours for the purpose of employment. For the purposes of this paragraph, "State work hours" are defined as 8:00 a.m. to 5:00 p.m., CT, Monday through Friday, including flex time and overtime, but excluding State holidays.
- E.12. Fair Competition on Future RFPs. If the Contractor, through any of its employees provided under this contract, is involved in assisting the State in the development, formulation, and/or drafting of an RFP or ITB for the State, it cannot submit proposals in response to that RFP or ITB.
- E.13. Additional Termination Provisions.
- E.13.a. The State may terminate any or all of the MOUs entered into by the State and the Contractor pursuant to this Contract by giving the Contractor at least fourteen (14) calendar days written notice prior to the effective MOU Termination Date. The Contractor shall be entitled to receive equitable compensation for satisfactory authorized services completed as of the termination date.
- E.13.b. If the Contractor, or Contractor-provided personnel, fail to properly perform their obligations under any MOU entered into by the State and the Contractor pursuant to this Contract, or violate any of the terms of this Contract, the State shall have the right to immediately terminate any or all of the Contractor's MOUs, and to withhold payments in excess of fair compensation for completed services. The Contractor shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Contract by the Contractor.
- E.13.c. In the event of Contract termination, the State is free to enter into a Contract with another responsive Proposer to the RFP.
- E.14. Year 2000 Hold Harmless. As required by Tennessee Code Annotated, Section 12-4-118, the contractor shall hold harmless and indemnify the State of Tennessee; its officers and employees; and any agency or political subdivision of the State for any breach of contract caused directly or indirectly by the failure of computer software or any device containing a computer processor to accurately or properly recognize, calculate, display, sort or otherwise process dates or times.
- E.15. Subcontractor Definition. For purposes of this Contract, "subcontractor" shall be defined as: a company or individual engaged in any form of agreement, verbal or written, for that company or individual to act as an agent to identify, locate, contact, or in any other way facilitate the prime contractor's efforts to provide candidate(s) to be assigned to information technology positions with the State.

**IN WITNESS WHEREOF:**

**[CONTRACTOR LEGAL ENTITY NAME]:**

---

[NAME AND TITLE]

DATE

**DEPARTMENT OF FINANCE AND ADMINISTRATION:**

---

John D. Ferguson

DATE

**APPROVED:**

**DEPARTMENT OF FINANCE AND ADMINISTRATION:**

---

John D. Ferguson, Commissioner

DATE

**COMPTROLLER OF THE TREASURY:**

---

John G. Morgan, Comptroller of the Treasury

DATE



## **9 ATTACHMENTS**

***9.1 CERTIFICATION OF COMPLIANCE***

***9.2 COST PROPOSAL FORMAT***

***9.3 BASIC PROPOSAL REQUIREMENTS CHECKLIST***

***9.4 TECHNICAL PROPOSAL EVALUATION FORMAT***

***9.5 COST PROPOSAL EVALUATION FORMAT***

***9.6 PROPOSAL SCORE SUMMARY MATRIX***

***9.7 SAMPLE EVALUATION NOTICE***

***9.8 SERVICE PROVIDER REGISTRY SYSTEM REQUIREMENTS***

***9.9 STATE OF TENNESSEE COMPREHENSIVE TRAVEL REGULATIONS***

***9.10 DRAFT STATEMENT OF WORK (SOW)***

***9.11 DRAFT MEMORANDUM OF UNDERSTANDING (MOU)***

***9.12 DRAFT PERSONNEL EVALUATION FORM***

***9.13 COMPUTER ACCESS SECURITY AGREEMENT AND CODE OF ETHICS***

***9.14 JOB CLASSIFICATIONS***

***9.15 DRAFT REFERENCE CHECK FORM***

***9.16 IT/BA PRO TECHNICAL REQUIREMENTS***

***9.17 STATE STANDARD INFORMATION RESOURCES ARCHITECTURE***

***9.18 PERFORMANCE BOND COMMITMENT***

***9.19 PROPOSAL FINANCIAL RESOURCES DOCUMENTATION***

***9.20 AMENDMENTS/CLARIFICATIONS/QUESTIONS***

**ATTACHMENT**  
**9.1 CERTIFICATION OF COMPLIANCE**  
**RFP # 317.03.002**

---

Proposer Name

By indication of the authorized signature below, the Proposer does hereby make certification and assurance of the Proposer's compliance with:

1. the laws of the State of Tennessee;
2. Title VI of the Civil Rights Act of 1964;
3. the Equal Employment Opportunity Act and the regulations issued thereunder by the federal government;
4. the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government;
5. the condition that the submitted proposal was independently arrived at, without collusion, under penalty of perjury; and,
6. the condition that no amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Proposer in connection with the procurement under this RFP.

---

Proposer Signature and Date

ATTACHMENT  
9.2 COST PROPOSAL FORMAT  
RFP # 317.03.002

**NOTICE TO PROPOSER:**

*This Cost Proposal must specifically record below the exact cost amount(s) proposed in the appropriate space(s) as required herein. Said cost proposed must incorporate all cost for the proposed scope of services for the total contract period.*

*The Cost Proposal shall record only the cost proposed as required, and shall not record any other rates, amounts, or information. It shall not record any text that could be construed as a qualification of the cost proposed. If the Proposer fails to specify the Cost Proposal as required, the State shall determine the proposal to be non-responsive and reject it.*

*The Proposer must sign and date the Cost Proposal.*

---

Proposer Name

The Proposer shall indicate below the offered price for providing all services proposed including all services as defined in the *pro forma* contract Scope of Services of the subject RFP. Proposers must not enter anything in the Factored Cost column or the Total Factored Cost row; these are for State's use only.

#	Job Classification	Year	Rate	Weight -ing Factor	Factored Cost (For State's Use only)
1	<b>Project Manager</b>	<b>Yr. 1</b>		4	
		<b>Yr. 2</b>		4	
2	<b>Systems Analyst</b>	<b>Yr. 1</b>		8	
		<b>Yr. 2</b>		8	
3	<b>Programmer Analyst (Mainframe)</b>	<b>Yr. 1</b>		2	
		<b>Yr. 2</b>		2	
4	<b>Advanced Programmer Analyst (Mainframe)</b>	<b>Yr. 1</b>		8	
		<b>Yr. 2</b>		8	
5	<b>Programmer Analyst (Client Server/Micro)</b>	<b>Yr. 1</b>		3	
		<b>Yr. 2</b>		3	
6	<b>Advanced Programmer Analyst (Client Server/Micro)</b>	<b>Yr. 1</b>		10	
		<b>Yr. 2</b>		10	
7	<b>Network Administrator</b>	<b>Yr. 1</b>		2	
		<b>Yr. 2</b>		2	
8	<b>Advanced Network Administrator</b>	<b>Yr. 1</b>		4	
		<b>Yr. 2</b>		4	

#	Job Classification	Year	Rate	Weight -ing Factor	Factored Cost (For State's Use only)
9	LAN System Programmer	Yr. 1		1	
		Yr. 2		1	
10	Advanced LAN System Programmer	Yr. 1		1	
		Yr. 2		1	
11	MVS System Programmer	Yr. 1		1	
		Yr. 2		1	
12	Advanced MVS System Programmer	Yr. 1		1	
		Yr. 2		1	
13	UNIX System Programmer	Yr. 1		1	
		Yr. 2		1	
14	Advanced UNIX System Programmer	Yr. 1		1	
		Yr. 2		1	
15	Data Administrator/Database Administrator	Yr. 1		2	
		Yr. 2		2	
16	System Administrator	Yr. 1		1	
		Yr. 2		1	
17	Desktop Support	Yr. 1		1	
		Yr. 2		1	
18	Help Desk Representative	Yr. 1		1	
		Yr. 2		1	
19	Programmer Analyst (Web-Based Technologies)	Yr. 1		4	
		Yr. 2		4	
20	Advanced Programmer Analyst (Web-Based Technologies)	Yr. 1		3	
		Yr. 2		3	

**Note: Additional Job Classifications and required signature on next page.**

#	Job Classification	Year	Rate	Weight -ing Factor	Factored Cost (For State's Use only)
21	Business Analyst I	Yr. 1		1	
		Yr. 2		1	
22	Business Analyst II	Yr. 1		3	
		Yr. 2		3	
23	Business Analyst III	Yr. 1		2	
		Yr. 2		2	
TOTAL FACTORED COST					

The proposed cost contained herein and the submitted technical proposal associated with this cost shall remain valid for at least one hundred eighty (180) days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any resulting contract between the Proposer and the State.

---

Proposer Signature and Date

**ATTACHMENT**  
**9.3 BASIC PROPOSAL REQUIREMENTS CHECKLIST**  
**RFP # 317.03.002**

---

Proposer Name

---

RFP Coordinator

---

Review Date

*Proposals for which **ALL** applicable items are marked by the RFP Coordinator are determined to have basic requirements for responsive proposals.*

*The Proposal Evaluation Team must review any applicable items that are **not** marked to determine if:*

- *the proposal sufficiently meets basic requirements;*
- *the State shall request clarification(s) or correction(s); or,*
- *the State shall deem the proposal non-responsive and reject it.*

*The Proposal Evaluation Team must attach a written determination for each applicable item that is **NOT** marked.*

<input checked="" type="checkbox"/> <b>IF CORRECT</b>	<b>BASIC PROPOSAL REQUIREMENTS</b>
<input type="checkbox"/>	1. Technical Proposal and Cost Proposal received on time at correct location.
<input type="checkbox"/>	2. Technical Proposal and Cost Proposal packaged separately and marked as required.
<input type="checkbox"/>	3. Required number of Technical Proposal copies received.
<input type="checkbox"/>	4. Proposal written in English.
<input type="checkbox"/>	5. The Proposal Transmittal Letter with the proposal offer is signed by a company officer empowered to bind the Proposer to the provisions of the RFP and any contract awarded thereunder.
<input type="checkbox"/>	6. The Proposal Transmittal Letter confirms that the proposal shall remain valid for the required number of days subsequent to the proposal opening date.
<input type="checkbox"/>	7. The Proposal Transmittal Letter details the complete name of the individual or legal entity name of the firm making the proposal (with SSN or Tax ID Number)
<input type="checkbox"/>	8. The Proposal Transmittal Letter states whether the firm or any individuals who shall work under the contract has a possible conflict of interest.
<input type="checkbox"/>	9. The Proposal includes written confirmation that the Proposer shall comply with all of the provisions of the RFP and accept all terms and conditions of the RFP and the <i>pro forma</i> contract.
<input type="checkbox"/>	10. The Proposal attaches written certification and assurance of the Proposer's compliance with the laws of the State of Tennessee; Title VI of the federal Civil Rights Act of 1964; the Americans with Disabilities Act of 1990; the Equal Employment Opportunity Act and regulations issued thereunder by the federal government; the condition that the submitted proposal was independently arrived at, without collusion, under penalty of perjury; and, the condition that that no amount shall be paid directly or indirectly to an employee or official of the State of

	Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Proposer in connection with the procurement under this RFP. (Attachment 9.1)
<input type="checkbox"/>	11. The Proposal attaches required financial responsibility and financial stability documentation 1) current bank reference as required and 2) two credit references, or positive credit rating by an accredited credit bureau, as required.
<input type="checkbox"/>	12. The Proposal attaches a valid certificate of liability insurance as required.
<input type="checkbox"/>	13. The General Proposer Qualifications section provides a brief statement of descriptive information about the Proposer's credentials.
<input type="checkbox"/>	14. The General Proposer Qualifications section provides a brief description of the Proposer's background including an organizational history as required— including: 1) a statement as to whether the Proposer or any employees or subcontractors have been convicted of, pled guilty to, or pled <i>nolo contendere</i> to any felony (with explanation as required) 2) a statement as to whether there is any pending litigation against the Proposer (with attached counsel opinion as required) 3) a statement as to whether the Proposer has filed bankruptcy.
<input type="checkbox"/>	15. The Proposal attaches required detailed documentation of financial resources (audited financial statement and referenced financial resources data) as required

*NOTE: In addition to the items on the checklist, the Proposal Evaluation Team will also evaluate compliance with other proposal requirements including, but not limited to:*

*NO cost data in the Technical Proposal;*

*NO alternate proposal submitted;*

*NO multiple proposals submitted in a different form;*

*NO restrictions of the rights of the State or other qualification of the proposal; and,*

*NO inappropriate conflicts of interest regarding the proposal or the subject procurement; as well as, response to and documentation as required by all other Proposal requirements.*

**ATTACHMENT**  
**9.4 TECHNICAL PROPOSAL EVALUATION FORMAT**  
**RFP # 317.03.002**

**GENERAL INFORMATION**

The Technical Proposal Evaluation is divided into the following sections and subsections:

<b>Section</b>	<b>Possible Score</b>
General Proposer Qualifications	10
Proposer Experience	30
Technical Approach	20

**Technical Proposal Evaluation Process**

Each question will be given a point score from zero (0) to five (5) by the evaluator. The responses will be scored as follows:

- 0 -- No value
- 1 -- Poor
- 2 -- Below average
- 3 -- Average
- 4 -- Above average
- 5 -- Excellent

This score will then be multiplied by the question's weight as specified in this manual to yield the "Weighted Score." All scores and weights will be positive whole numbers. Weighted Scores will be summed within each section to yield the "Total Raw Weighted Score" for that section.

Each section will have a "Possible Raw Weighted Score," which would be the number of points attained, after the weighting, if the Proposer achieved a perfect score on every question. This Possible Raw Weighted Score will be stated at the end of the section.

After all sections for a given Proposer have been scored, the Total Raw Weighted Scores and the Possible Raw Weighted Scores will be used in the formulae that appear on the following page. The products of these equations will be entered into the Proposal Score Summary Matrix, Attachment 9.6.

The remaining sections are the evaluation questions themselves, in score sheet format.



## SUMMARY SCORE SHEET

**RFS # 317.03.002**

Proposer Name

Evaluator

Review Date

## TECHNICAL PROPOSAL POINTS

### GENERAL PROPOSER QUALIFICATIONS -- 10 POINTS

<u>TOTAL RAW WEIGHTED SCORE</u>	X	10	=	_____
POSSIBLE RAW WEIGHTED SCORE (80)				

### PROPOSER EXPERIENCE -- 30 POINTS

TOTAL RAW WEIGHTED SCORE	X	30	=	
POSSIBLE RAW WEIGHTED SCORE (80)				

### TECHNICAL APPROACH -- 20 POINTS

<u>TOTAL RAW WEIGHTED SCORE</u>	X	20	=	_____
POSSIBLE RAW WEIGHTED SCORE (60)				

## TECHNICAL PROPOSAL SCORE SHEETS

---

Proposer Name

---

Evaluator

---

Review Date

### GENERAL PROPOSER QUALIFICATIONS

Para./Ref.	Rate the Following:	Score	Wt.	Weighted Score
5.2.3.1	Proposer's credentials to deliver the services sought under this RFP.		1	
5.2.3.2	Proposer's background and organizational history.		1	
5.2.3.3	Proposer's years in business.		2	
5.2.3.4	How long the Proposer has been performing the services required by this RFP.		2	
5.2.3.5	Location of Proposer's offices.		1	
5.2.3.6	Proposer's organization in terms of number of employees, longevity, client base.		2	
5.2.3.7	Mergers, acquisitions, or sales of Proposer company within the last ten years.		1	
5.2.3.8	Form of business.	Not Scored		
5.2.3.9	Statement concerning prior charges for felony offenses.		2	
5.2.3.10	Statement of pending litigation and counsel's opinion regarding impact of litigation on Proposer's ability to provide requested services.		1	
5.2.3.11	Statement regarding past bankruptcy or insolvency proceedings, or the appointment of receivers, trustees, or assignees.		2	
5.2.3.12	Proposed organizational structure.		1	
	GENERAL PROPOSER QUALIFICATIONS-TOTAL RAW WEIGHTED SCORE			
	GENERAL PROPOSER QUALIFICATIONS-POSSIBLE RAW WEIGHTED SCORE			<b>80</b>

### PROPOSER EXPERIENCE

<b>Para./Ref.</b>	<b>Rate the Following:</b>	<b>Score</b>	<b>Wt.</b>	<b>Weighted Score</b>
5.2.4.1	Contractual relationships with the State of Tennessee.		1	
5.2.4.2	Thoroughness of the descriptions of the referenced projects.		1	
"	Similarity of the services provided to those requested in this RFP.		2	
"	Numbers of staff provided to the referenced clients as an indication of the Proposer's ability to provide personnel in volume desired by the State.		3	
"	References -- Overall satisfaction with the Contractor's liaison/account manager.		3	
"	References -- Overall satisfaction with the personnel provided by the Contractor.		6	
	PROPOSER EXPERIENCE--TOTAL RAW WEIGHTED SCORE			
	PROPOSER EXPERIENCE--POSSIBLE RAW WEIGHTED SCORE			<b>80</b>

### TECHNICAL APPROACH

<b>Para./Ref.</b>	<b>Rate the Following:</b>	<b>Score</b>	<b>Wt.</b>	<b>Weighted Score</b>
5.2.5.1	Description of how Proposer would respond to varying staffing levels.		3	
5.2.5.2	Whether the process described above is currently in place.		1	
5.2.5.3	Description of Proposer's approach to retaining a stable staff.		2	
5.2.5.4	Current total staffing profile.		3	
5.2.5.5	Ability to provide staff by Contract effective date.		3	
	TECHNICAL APPROACH--TOTAL RAW WEIGHTED SCORE			
	TECHNICAL APPROACH--POSSIBLE RAW WEIGHTED SCORE			<b>60</b>

**ATTACHMENT**  
**9.5 COST PROPOSAL EVALUATION FORMAT**  
**RFP # 317.03.002**

---

Proposer Name

---

RFP Coordinator

---

Review Date

The RFP Coordinator shall use the following to calculate the Proposer's total proposed cost for purposes of evaluation.

**"Total Factored Cost" for this Proposal** -- \_\_\_\_\_

The RFP Coordinator shall use the following matrix to calculate the **SCORE** for the subject cost proposal (calculations shall result in numbers rounded to two decimal places). The matrix represents the formula:

**$$\frac{\text{Lowest "Total Factored Cost" from all Proposals}}{\text{The "Total Factored Cost" for this Proposal}} \times \text{Maximum Cost Points} = \text{Points for Proposal Being Evaluated}$$**

1	Lowest "Total Factored Cost" from <u>all</u> proposals:	
2	The "Total Factored Cost" for <u>this</u> proposal:	
3	The amount calculated by dividing the amount in row one (1) by the amount in row two (2) above:	
4	The maximum number of points that shall be awarded for the Cost Proposal category:	<b>40</b>
5	The product calculated by multiplying the amount in row three above times the number in row four above:	
<b>THE NUMBER IN ROW FIVE (5) IS THE COST PROPOSAL SCORE</b>		

**ATTACHMENT**  
**9.6 PROPOSAL SCORE SUMMARY MATRIX**  
**RFP # 317.03.002**

RFP COORDINATOR

COMPILATION DATE

	<b>[PROPOSER NAME]</b>		<b>[PROPOSER NAME]</b>		<b>[PROPOSER NAME]</b>	
<b>QUALIFICATIONS</b> (Maximum 10 Points)						
<b>[EVALUATOR NAME]</b>						
<b>[EVALUATOR NAME]</b>						
<b>[EVALUATOR NAME]</b>						
<b>AVERAGE:</b>						
<b>EXPERIENCE</b> (Maximum 30 Points)						
<b>[EVALUATOR NAME]</b>						
<b>[EVALUATOR NAME]</b>						
<b>[EVALUATOR NAME]</b>						
<b>AVERAGE:</b>						
<b>TECHNICAL APPROACH</b> (Maximum 20 Points)						
<b>[EVALUATOR NAME]</b>						
<b>[EVALUATOR NAME]</b>						
<b>[EVALUATOR NAME]</b>						
<b>AVERAGE:</b>						
<b>TECHNICAL PROPOSAL</b> (Maximum 60 Points)						
<b>SCORE FOR TECHNICAL:</b>						

<b>COST PROPOSAL</b> (Maximum 40 Points)						
<b>SCORE FOR COST:</b>						
<b>PROPOSAL SCORE</b> (Maximum 100 Points)						
<b>TOTAL SCORE:</b>						

Note: Use as many sheets as necessary to summarize scores for all Proposers evaluated.

**ATTACHMENT**  
**9.7 SAMPLE EVALUATION NOTICE**  
**RFP # 317.03.002**



**STATE OF TENNESSEE**  
**DEPARTMENT OF FINANCE AND ADMINISTRATION**  
**STATE CAPITOL**  
**NASHVILLE, TENNESSEE 37243-0285**

**JOHN D. FERGUSON**  
**COMMISSIONER**

[DATE]

[NAME]  
[COMPANY NAME]  
[STREET ADDRESS]  
[CITY, STATE, ZIP]

Dear [NAME],

Thank you for your proposal in response to RFP number 317.03.002. The state has completed its evaluation of proposals in response to this Request for Proposals, and the subject procurement records are open for public inspection.

[NAME OF APPARENT BEST EVALUATED PROPOSER] is the apparent best evaluated Proposer that the state will consider for contract award. This notice is NOT an acceptance of any offer, and the state retains the right to reject any proposal.

In accordance with the subject RFP and state law, this notice shall NOT create rights, interests, or claims of entitlement in the apparent best evaluated Proposer or any vendor. No vendor shall acquire any such right unless and until a contract is fully signed by all appropriate state officials.

We appreciate your interest in providing services to the State of Tennessee and hope that you will respond to future Requests for Proposals.

Sincerely,

John D. Ferguson



## ATTACHMENT

### 9.8 SERVICE PROVIDER REGISTRY SYSTEM REQUIREMENTS

#### RFP # 317.03.002

The *Service Provider Registry System* (SPRS) is being designed to foster the state's use of minority and small businesses and promote competition in service contracting. Through the system, state agencies will have access to important service provider information. The SPRS will provide support and information better enabling state agencies to succeed with competitive service procurements and achieve positive results by increasing the use of minority and small businesses and organizations.

**No service provider or Proposer will be disadvantaged by registration requirements.** Although the service provider awarded a contract under this RFP should register through the SPRS (if not already registered), registration is NOT required to propose in response to this RFP. An unregistered service provider must simply file a completed registration with the Office of Contracts Review prior to the final approval of a contract with the provider.

**NOTE:**

**SPRS registration information is provided here only as a contract requirement notice. SPRS registrations should not be submitted with proposal materials.**

**SPRS registration information will not be considered in the evaluation process pursuant to this RFP. Proposals submitted in response to this RFP shall be evaluated only by means of the criteria and evaluation process set forth in this RFP.**

Please direct all questions regarding the SPRS registration to:

Michelle Lane, *Service Provider Registry System* Coordinator  
Department of Finance and Administration, Office of Contracts Review  
Nashville, TN 37243-1700

(615) 741-8282

For more information, also visit the SPRS internet site at:

<http://www.state.tn.us/finance/rds/ocr/sprs.html>

ATTACHMENT

9.9 STATE OF TENNESSEE COMPREHENSIVE TRAVEL REGULATIONS

RFP # 317.03.002

**Department Of Finance and Administration**  
**Policy 8 - Comprehensive Travel Regulations**  
*Effective August 1, 1998*

**Introduction**

1. It is the intent of these regulations that employees not suffer additional cost as a result of travel incurred to carry out assigned duties. Employees shall be reimbursed for such expenses subject to the limitations provided in this travel policy and the accompanying Reimbursement Rate Schedule.
2. When traveling, state employees should be as conservative as circumstances permit. The lower cost should be selected whenever practical. Reimbursement for travel will be based upon the most direct or expeditious route possible. Employees traveling by an indirect route must assume any extra expense incurred. It is the responsibility of the employee to be familiar with and adhere to established state travel policies. Deliberate disregard of these regulations while traveling on state business or filing of an intentionally misleading or fraudulent travel claim are grounds for disciplinary action including termination of employment.
3. The Commissioner of Finance & Administration will establish and maintain the maximum rates of reimbursement.

**Travel Authorization**

4. Travel may not be undertaken unless it is authorized in advance by proper authority. Approved state travel is the basis for reimbursement in accordance with these provisions. The employee is considered to be on official travel status, and eligible for reimbursement, at the time of departure from his/her official station or residence, whichever is applicable.
5. The department head is authorized to approve all travel for state business, including registration fees for conferences, conventions, seminars, etc. (including the cost of official banquets and/or luncheons), with the following exceptions:
  - a) The Commissioner of Finance and Administration through the Budget Office shall approve exceptions to the travel policy and Reimbursement Rate Schedule for in-state travel, including all requests for travel at state expense by non-state employees (except for state contractors, who will be reimbursed according to the terms of their contract.)
  - b) The Commissioner of Personnel shall approve all out-of-state travel authorizations, including all exceptions to the travel policy and Reimbursement Rate Schedules for out-of-state travel. The approval of the requesting department

head and review by the department's fiscal office is required prior to submission to the Commissioner of Personnel.

c) The Commissioner of Finance and Administration retains the authority to change the approval process as circumstances require.

6. If an employee travels into another state and back in the same day and such travel is less than 50 miles, such travel will be considered in-state for approval and reimbursement purposes.

### **Official Station**

7. The department head is responsible for establishing the official station of the employee. This is typically the location from which the employee performs the major portion of his/her assigned duties. The work station closest to an employee's residence should be designated as the official station for employees with multiple work stations. If an employee works predominantly from a home residence and reports to an office or other station less than twice a week, the employee's official station should be the home residence. Under unusual situations, the department head may designate other locations as the employee's official station.

8. The residence of the employee usually becomes the official station for an employee required to be on call at times other than the employee's normal working hours (i.e. nights or weekends). Employees working overtime on weekends are not normally eligible for reimbursement.

9. In the event that an employee is temporarily reassigned to a work location other than his usual official station, that location shall become the employee's official station. The employee will not be eligible for reimbursement unless he/she can demonstrate that by commuting to the temporary location he/she has incurred additional expense over the cost of the commute to his/her usual official station.

### **Reimbursement Procedures**

10. Employees should submit claims for reimbursement for travel expense no later than thirty (30) days after completion of travel. Departments and agencies should review and submit claims to the Division of Accounts as rapidly as possible to ensure prompt payment to their employees.

11. All written signatures on the travel claim must be original; electronic signatures may be utilized in accordance with procedures established by the Division of Accounts. In situations where the employee cannot sign (due to extended travel status for instance) the employee filing the claim for the employee shall sign and clearly indicate that he/she is signing for the employee. Typically the immediate supervisor must approve the travel claim.

### **Corporate Charge Cards**

12. Employees who routinely travel on state business and meet the eligibility requirements may apply for a corporate charge card through their department's fiscal office. Charges made on these charge cards are the liability of the employee.

### **Travel Advances**

13. Travel advances are available only under extraordinary circumstances. Advances are subject to the approval of Accounts and will be allowed only if: (a) the employee is ineligible for a corporate charge card; (b) the employee can justify the existence of other extraordinary circumstances that warrant an advance.

14. The amount of the travel advance will be based on 80% of the total estimated cost of travel. Advances will not be issued for less than \$100. Immediately upon return the employee must submit a request for reimbursement regardless of whether he/she owes advance moneys back to the state or is due additional reimbursement. Each employee receiving a cash advance must sign a payroll deduction authorization form which will allow the state to recover the advance from any salary owed the employee in the event of termination of employment or failure to submit a travel claim.

### **Honorariums**

15. For those employees who receive honorariums for appearing at meetings while on official state business, the employee may, at his/her option, accept the honorarium as full payment for travel expenses including airfare, or choose to surrender the honorarium to the State, and be reimbursed in accordance with established travel policy.

### **Air Travel - State Travel Agency**

16. Reservations for all air travel shall be made through the state travel agency designated by the Department of Finance & Administration. Air fares should be billed to the department's Business Travel Account. In unforeseen circumstances, direct purchase is permitted; a receipt in the form of a ticket stub must accompany the expense claim. Advantage of discount fares and advance booking should be taken whenever practical, and fares should not exceed the regular tourist or coach fares offered the general public. In accordance with procedures established with the state travel agency, electronic ticketing should be used whenever possible.

### **Taxi Fares - Airport Transportation**

17. Reasonable taxi fares are allowed from airports. It is expected that bus, limousine or light rail service to or from airports will be used when available and practical. In traveling between hotel or other lodging and meeting or conference sites, reasonable taxi fares will be allowed. No receipt is required for reimbursement of reasonable taxi fares.

### **Travel - State Owned Automobile**

18. State-owned vehicles should be used only for official business. Only properly authorized state of Tennessee employees may operate a Motor Vehicle Management dispatch vehicle and must possess a valid driver's license for the type of vehicle being operated. All operators

of dispatch vehicles must possess and present a valid state of Tennessee employee identification card. Persons driving state owned cars will be furnished with a courtesy card for gas and service at Department of General Services approved facilities.

19. Persons taking a state vehicle out of state will also need an approved MVM Dispatch Assignment, an approved Credit Card Request For Out of State Travel form, and a current drivers license. Motor Vehicle Management also requires a copy of the Request for Out-of-State Travel Authority (Form no. FA-0633) to be certain prior approval has been received.

20. Emergency out of pocket expenses such as gasoline, oil or other services and emergency repairs will be reimbursed but must be accompanied by proper receipt identifying the automobile and itemizing the services. Such expenditures must be of an emergency nature where immediate service is required and access to a Department of General Services approved facility is not possible. Claims for such expenditures shall be filed with the Motor Vehicle Management Division of the Department of General Services. Reasonable tolls and ferry fees will be allowed when necessary; no receipt is required.

### **Travel - Personally-Owned Automobile**

21. Department head authorization is required for the use of personally owned automobiles in the daily performance of duties. Unnecessary expenses which result from the use of an automobile for reasons of personal convenience will not be allowed.

22. Reimbursement for the use of personally-owned cars is at the standard mileage rate. Reasonable tolls and ferry fees will be allowed when necessary; no receipt is required for reimbursement.

23. Only mileage on official state business may be claimed for reimbursement. Mileage as shown by the official state map (or determined by procedures determined by the Division of Accounts) and that published by Rand-McNally for out-of-state routes will be regarded as official. Reasonable vicinity mileage will be allowed.

24. Procedures for calculating mileage are based on the fact that the State is prohibited from reimbursing employees for normal commuting mileage.

a) If an employee begins or ends a trip at his/her official station, reimbursable mileage will be the mileage from the official station to the destination.

b) If work is performed by an employee in route to or from his/her official station, reimbursable mileage is computed by deducting the employee's normal commuting mileage from the actual mileage driven.

c) If an employee begins or ends his trip at his/her residence without stopping at his/her official station, reimbursable mileage will be the lesser of the mileage from the employee's residence to his/her destination or his/her official station to the destination. On weekends and holidays, the employee may typically be reimbursed for actual mileage from his/her residence to the destination.

d) If an employee travels between destinations without returning to his official station or his residence, reimbursable mileage is the actual mileage between those destinations.

### **Automobile Rental**

25. Advance authorization from the employing department head must be secured for automobile rental, whether for in-state or out-of-state travel. Reservations made through the state travel agency can assure the department of any discounts negotiated with vendors. Charges for insurance for rented automobiles are not reimbursable costs; the State is self-insured through the Department of Treasury, Division of Claims Administration. Whenever possible, employees should refuel before returning vehicles.

### **Parking**

26. Charges for routine parking while on travel status will be reimbursed. Receipts are required if the parking charge exceeds the allowance stated in the rate schedule. Charges for routine parking at the official work station will not be reimbursed.

27. If travel is by air the employee will be reimbursed for the lesser of (a) the allowable mileage reimbursement for one round trip and long term airport parking; or (b) the cost of one round trip taxi fare from the employee's official work station (or residence on weekends/evenings). The employee may also be allowed the appropriate mileage reimbursement for two round trips from home when driven by a friend or relative, at the employee's option.

### **Promotional Materials**

28. Fees for the handling of promotional materials or equipment will be allowed up to the maximum indicated in the Reimbursement Rate Schedule.

### **Lodging**

29. The employee will be reimbursed for actual lodging costs plus tax incurred up to the applicable maximum amounts as indicated on the Reimbursement Rate Schedule. This schedule includes state parks. Lodging receipts are required and must itemize room charges and taxes by date. If a convention rate exceeds the maximum reimbursement rate and is documented by a convention brochure or registration form, a higher reimbursement rate will be allowed.

30. The maximum reimbursement rates for out-of-state travel are the same as those maintained by the U.S. General Services Administration for federal employees within the continental United States (CONUS). The CONUS list, available on the General Services Administration web site, contains a standard reimbursement rate for lodging and meals and incidentals, and several pages of exceptions. Most destinations for out-of-state travel fall within the list of exceptions.

31. If a room is shared with other than a state employee, actual costs subject to the applicable maximum rate in the reimbursement rate schedule apply. In the event of double occupancy for state employees on official travel, both employees should attach an

explanation to his/her travel claim detailing dates and other employees with whom the room was shared. The lodging cost may be claimed by the employee who incurred the cost, or one half the double occupancy charge may be allowable for each employee.

### **Per Diem Rates for Meals and Incidentals**

32. The maximum per diem rates include a fixed allowance for meals and for incidental expenses ( M & I). The M & I rate, or fraction thereof, is payable to the traveler without itemization of expenses or receipts. Incidentals are intended to include miscellaneous costs associated with travel such as tips for baggage handling, phone calls to home, etc. Reimbursement is made only when overnight travel is required, or excessive hours of work are required outside the county of the employee's official station or residence. Generally, the applicable maximum per diem rate for each calendar day of travel shall be determined by the location of lodging for the traveler.

33. The per diem rates for meals and incidentals are established on the Reimbursement Rate Schedule. The M & I rates for out-of-state travel are the same as those for federal employees, and are available on the General Services Administration's web site. As with lodging, there is a standard rate for the continental United States (CONUS), and a list of exceptions.

34. Reimbursement for meals and incidentals for the day of departure shall be three-fourths of the appropriate M & I rate (either the in-state rate or CONUS rate for out-of-state travel) at the rate prescribed for the lodging location. Reimbursement for M & I for the day of return shall be three-fourths of the M & I rate applicable to the preceding calendar day. To assist in this calculation, the following table lists partial per diem rates for meals and incidentals for in-state and out-of-state travel.

<b>Per Diem Rates - Three-Fourths Calculations</b>	
\$ 30	\$ 22.50
34	25.50
38	28.50
42	31.50

35. Employees who receive maintenance in the form of meals provided by their employing agency at their official work station shall be eligible for reimbursement if they are away from their official work station on state business and do not receive the maintenance meal.

36. The following table may also be used to determine reimbursement for a single meal when appropriate. Reimbursement may be made for an occasional meal for employees on one-day travel status working beyond their 7.5 hour workday who may leave home before 6 AM or do not return home until after 7 PM.

**In-State and Out-of-State  
Meals & Incidentals - Allocated By Meal**

Per Diem	30	34	38	42
Breakfast	6	7	8	9
Lunch	8	9	10	11
Dinner	14	16	18	20
Incidentals	2	2	2	2

**Non-Standard Shift Hours**

37. Employees who are scheduled to work nonstandard shifts (official work hours begin before 7 AM or end after 5:30 PM) and are eligible for meal reimbursement shall be reimbursed at one-third of the daily M & I rate for each reimbursable meal. Total reimbursement is limited to the full day M & I allowance listed in the Reimbursement Rate Schedule.

**Extended Travel**

38. Extended travel status applies to those employees on continuous travel for a period of more than two weeks. Employees on extended travel status may elect to rent an apartment rather than live in a motel or hotel. While this option is left to the discretion of the employee and the employing department, department head approval is required prior to renting an apartment. The monthly rental allowance shall include rental furniture and payment of utilities, and shall not exceed the standard CONUS rate for thirty days.

39 Employees on extended travel status working in-state are authorized to travel to and from his/her home station once a week at the mileage rate for personal vehicles. Those employees on extended travel status working out-of-state are authorized to take one trip to the home station by common carrier once every two weeks. Employees authorized to use personal automobiles in out-of-state travel may be reimbursed at the personal mileage rate. The employee may also be reimbursed for local transportation to conduct state business.

**Telecommunications Costs While on Travel Status**

40. Local phone calls, FAX charges and long distance calls for state business will be reimbursed. Employees must provide a statement furnishing the date, name and location called for long distance calls and FAX charges.

41. Department heads may authorize an employee to use his personal cellular phone in conducting state business. Authorized employees shall be reimbursed for any additional cost incurred in using their personal cellular phones on official business. An itemized statement indicating the date, name, location, and cost of each call plus a billing statement indicating that additional cost was incurred above the standard monthly charge is required for reimbursement.



## **Exceptions**

42. The Commissioner of Finance and Administration shall have the authority to grant exception from any part or all of these rules and regulations when deemed appropriate for an employee or group of employees on official state travel. Approved exceptions other than those for individual trips shall be maintained in a central file by the Department of Finance and Administration. Policy exceptions, which have state-wide implications, shall be approved through established procedures in accordance with the provisions of TCA 4-3-1008 (3).

**Statutory Authority**

43. In accordance with the provisions of TCA 4-3-1008 (3), these travel regulations, effective August 1, 1998, supersede and rescind all previous promulgated travel regulations and shall remain in effect until subsequently modified or rescinded.

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John D. Ferguson, Commissioner  
Department of Finance and Administration.

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Date

APPROVED:

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John Knox Walkup  
Attorney General

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Date

## **TRAVEL POLICY UPDATES**

### **UPDATE 7/28/99**

The Commissioner of F&A and the Comptroller of the Treasury have amended the travel regulations concerning single meal reimbursement for one-day travel.

Effective August 1, 1999, reimbursement for a single meal for employees on one day travel status will no longer be permitted. This change is being made in order to move the State into compliance with Internal Revenue Service regulations, which require such reimbursement to be treated as taxable income.

**ATTACHMENT**  
**9.10 DRAFT STATEMENT OF WORK (SOW)**  
**RFP # 317.03.002**

**STATEMENT OF WORK**

<b>SOW No:</b>	DG1143	010	ITPRO
<b>Department:</b>	Finance and Administration	<b>Date:</b>	07/02/1999
<b>Contact Name:</b>	Peggy Lawrence	<b>Telephone:</b>	(615)741-7286
<b>Contact Position:</b>	Information Systems Manager	<b>Fax:</b>	(615)532-2701
<b>Contact Address:</b>	5th Avenue North	<b>Email:</b>	plawrence@mail.state.tn.us
	Andrew Jackson Building		
	Nashville, Tn.		
<b>Management Style:</b>	OIR Managed		
<b>Official Station (Main Project Site):</b>	Nashville, TN		
<b>Abbreviated Task Description:</b>	The Contractor would provide an Information Technology professional (Advanced Programmer/Analyst) to be responsible for assisting in the support of the Revenue Integrated Tax System (RITS) which is a large tax accounting system running on the Amdahl mainframe. Assignments would include analysis, design, coding and testing modifications and enhancements to the RITS system. I hereby certify that my Agency's Fiscal Officer has approved funding for this SOW (Revenue - Ed Eldridge - 3/9/1999)		
<b>Approach:</b>	Source of Supply		
<b>Fiscal Officer Approval:</b>	I hereby certify that my Agency Fiscal Officer has approved funding for this SOW.		
<b>Project Begin Date:</b>	September 1, 1999	<b>Project End Date:</b>	July 31, 2000
<b>Contractor's Project Offer is due in State offices by the following date:</b>	July 30, 1999		

SOW No: DG1143 - 010				
Job Classification	Personnel Required	Skills Requirements	Experience	Additional Qualifications
Advanced Programmer Analyst (Mainframe)	1			Must have five years experience using CICS and DB2. Experience working with pc-based software such as Andersen Consulting's DESIGN/1 and INSTALL/1 or comparable products is preferred. All experience must have been within the last six years. Must have successful experience working as part of a team.
		Experience as an Advanced Programmer Analyst on large IBM mainframe applications written in COBOL II.	5 years	
		Experience analyzing functional business applications and creating design specifications for developing programs.	3 years	
		Experience must include modifying code, unit testing and implementing complex batch programs.	5 years	
		Experience must include modifying code, unit testing and implementing complex on-line screen applications.	5 years	
		Experience creating IBM MVS JCL.	2 years	
		Experience using TSO/ISPF.	5 years	
		Experience using FILE-AID or a comparable tool.	1 year	
		Experience using Smartest or a comparable tool.	2 years	
		Must have excellent oral and written communication skills		
SOW No: DG1143 - 010				

**ATTACHMENT**

**9.11 DRAFT MEMORANDUM OF UNDERSTANDING (MOU)**

**RFP # 317.03.002**

MOU # AGSCB059

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
STATE OF TENNESSEE  
Department of Finance and Administration  
and  
ABC Computer Technology, Inc.**

This agreement, by and between the State of Tennessee, Department of Finance and Administration, hereinafter referred to as the "State" and ABC Computer Technology, Inc. , hereinafter referred to as the "Contractor" is as follows:

The Contractor understands and agrees that this Memorandum of Understanding (MOU) is governed by the provisions of Department of Finance and Administration Contract Number FA-98-12490-00 , hereinafter referred to as the "Master Contract". In the provision of services pursuant to this Memorandum of Understanding, the Contractor will conform to these provisions in their entirety. In the event of a conflict between the MOU (and its Addenda), and the Master Contract, the documents shall govern in the order of preference given in the Master Contract.

The following personnel will provide services as described in this MOU and Statement of Work Number AA2000 - 003 :

Project Manager	SSN	START DATE	RATE YR1	RATE YR2	RATE YR3
Joe Sempson	987-65-4321	11/01/1999			\$55.00

In no event shall the maximum liability of the State under this MOU exceed \$77,000.00. For the services provided pursuant to this MOU, this amount shall constitute the MOU Project Price and the entire potential compensation due the Contractor for the services and all of the Contractor's obligations hereunder regardless of the difficulty, or materials or equipment required. The Contractor shall be compensated on an hourly, as-used basis.

Payments to the Contractor pursuant to this MOU will be made in accordance with the "Payment Terms" of the Master Contract. Invoices shall be submitted to:

Mr. Travis Johnson  
IT Professional Services Contract Administrator  
18th Floor, Tennessee Tower  
312 8th Avenue North  
Nashville, Tennessee 37243-1510

The State may, at any time and for any reason, terminate this MOU in accordance with the provisions of the Master Contract.

This agreement may be modified only by a written amendment which has been executed and approved by the appropriate State officials as indicated below:

**MOU Number: AGSCB059**

**ABC Computer Technology, Inc.**

BY: Vendor - Hank Crowbar, VP of Professional Services  
DATE: 10/14/99 4:11 PM

**STATE OF TENNESSEE  
DEPARTMENT OF Finance and Administration**

BY: James Driver, Agency Authorized Representative  
DATE: 10/14/99 3:29 PM

BY: Mike Hammer, Agency Authorized Fiscal officer  
DATE: 10/14/99 4:04 PM

**DEPARTMENT OF Finance and Administration  
Office for Information Resources**

BY: CA - Billy Travis, OIR Contract Administrator  
DATE: 10/14/99 4:07 PM

**ATTACHMENT**

**9.12 DRAFT PERSONNEL EVALUATION FORM**

**RFP # 317.03.002**

**CONTRACTOR PERFORMANCE REVIEW**

NAME: \_\_\_\_\_

FIRM: \_\_\_\_\_

START DATE: \_\_\_\_\_ EVALUATION DATE: \_\_\_\_\_

AREA OF PERFORMANCE	OUT STNG	ABV AVG	AVG	BLW AVG	POOR
<b>TECHNICAL:</b>					
QUALITY OF WORK (ACCURATE, THOROUGH)					
QUANTITY OF WORK (VOLUME, CONSISTENCY)					
ORGANIZATION OF WORK (PLANNING, ORDERLINESS)					
ADAPTABILITY (VARIETY OF ASSIGNMENTS)					
JOB KNOWLEDGE (KNOW-HOW)					
PROBLEM SOLVING (JUDGEMENT)					
INITIATIVE (ACCOUNTABILITY)					
<b>PROFESSIONALISM:</b>					
DEPENDABILITY (FOLLOW-THRU, MEETS DEADLINES)					
JOB ATTITUDE (INTEREST)					

EFFECTIVE W/PEOPLE (INTER-PERSONAL SKILLS)					
PERSONAL APPEARANCE (DRESS/GROOMING)					
ATTENDANCE (PUNCTUALITY, CONSISTENCY)					
COMMUNICATION: (WRITTEN/VERBAL)					
TEAMWORK					
OVERALL					

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Major Strengths: \_\_\_\_\_

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Major Weaknesses: \_\_\_\_\_  
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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Areas to be improved; Level of improvement required; and, Date improvement required:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

State Manager: \_\_\_\_\_ Contractor: \_\_\_\_\_

Date for next review: \_\_\_\_\_

CC: Contractor Employee File  
Contractor Employee  
Contractor Account Manager  
OIR Contract Administrator

**ATTACHMENT**

**9.13 COMPUTER ACCESS SECURITY AGREEMENT AND CODE OF ETHICS**

**RFP # 317.03.002**

The Computer Access Security Agreement and Code of Ethics forms immediately follow this page.

**STATE OF TENNESSEE  
COMPUTER ACCESS  
SECURITY AGREEMENT**

I hereby acknowledge receipt of my computer access code(s) and my use of them demonstrates my agreement to the following guidelines.

1. I shall maintain confidential all computer information and resources to which I have access or control.
2. I shall take appropriate measures to safeguard and protect the information and computer resources of the State that are made available to me.
3. I shall use the information and computer resources only for authorized State business and not disclose any information or documentation obtained from, or pertaining to, the State's computer system(s) to any third party, except in the routine lawful conduct of the State's business.
4. I shall be accountable for and accept full responsibility for all transactions performed using my computer access codes.
5. I shall maintain all computer access codes in the strictest of confidence; immediately change them if I suspect that their secrecy has been compromised and report suspected misuse to the respective Security Administrator.

I have read and agree to comply with the guidelines set forth above.

I understand that willful violation of, or disregard for, any of these guidelines may result in disciplinary action up to and including termination of my employment, termination of my business relationship with the State of Tennessee and possible prosecution under the provisions of the computer Crimes Act as cited at TCA 39 - 14- 601 et seq.

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Social Security Number

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## **OFFICE FOR INFORMATION RESOURCES**

### **CODE OF ETHICS**

The Office for Information Resources (OIR) shall provide the policy and guidelines for the protection of the privacy of proprietary, personal, privileged, or otherwise sensitive data that is processed in any manner by this division for any State department, agency, division or bureau. Due to the service oriented status of OIR and the objective of maintaining a high degree of professionalism among all employees in all activities, the following code of ethics is established and will be formally acknowledged and adhered to by all employees.

As a Contractor employee assigned to a State of Tennessee agency, I affirm my adherence to the following ethical guidelines.

1. I will regard State data on individuals and/or facilities and systems as confidential in nature, held in trust, and will protect and cause to be protected such data and systems against unauthorized disclosure and/or use.
2. I will hold confidential from persons not accorded access to privileged data, any such data I receive by virtue of my position.
3. I will not permit private or personal dealings to corrupt or adversely influence the quality, quantity or integrity of advice or services provided as a function of State information systems.
4. I will include in my professional goals, the successful and efficient operation of systems, automated or otherwise, as well as the safeguarding of resources, tangible or intangible.
5. I acknowledge any invention (any product developed as a result of assignment or job related duties) created while in the employment of the State becomes property of the State.

I understand the willful misuse or destruction of data which has been made available to me in the performance of my duties is a violation of Personnel Rules on personal conduct. The violation will result in dismissal of the employee after exercising minimal due process as defined in Personnel Policy Chapter 1120-10-1.3.

I acknowledge receipt of a copy of the Computer Crime Act and the OIR Policy concerning the Code of Ethics/Computer Crimes Act, and understand any conduct in conflict with either is cause for dismissal after minimum due process as required by Personnel Rules.

I acknowledge this Code of ethics and by my signing affirm my intent to comply to the above stated guidelines.

---

Contractor Employee

Date

---

Employee's Supervisor

Date

ATTACHMENT

9.14 JOB CLASSIFICATIONS

RFP # 317.03.002

**STATE OF TENNESSEE**  
**INFORMATION TECHNOLOGY CONTRACTOR REQUIREMENTS**

**Project Manager** - Provides competent leadership and responsible direction through successful performance of a variety of detailed, diverse elements of project management. Directs completion of tasks within estimated time frames and budget constraints. Schedules and assigns duties to project team, comprising State technical and program staff as well as contractors from one or more firms. Enforces work standards and reviews/resolves work discrepancies to ensure compliance with project requirements. Reports in writing and orally to State management as necessary. Requires a very heavy background in managing large, complex projects with outstanding interpersonal and communication skills.

**Systems Analyst** - Analyzes and documents requirements for information systems. Develops and/or oversees plans for automated data processing systems from project inception to conclusion. Constructs data models and activity/process models as may be required to define system functions. Coordinates closely with programmers to ensure proper implementation of program and system specifications. Develops, in conjunction with functional users, system alternative solutions. Provides support for the installation, testing, implementation, and ongoing maintenance of information systems. Conducts and documents the results of special studies dealing with systems and/or business process issues. Requires a minimum of 3 years of current experience in this job class with excellent interpersonal and communication skills.

**Programmer Analyst (Mainframe)** - Analyzes functional business applications and design specifications for developing programs. Develops block diagrams and logic flow charts. Translates detailed design into computer software. Tests, debugs, and refines the computer software to produce the required product. Prepares required documentation, including both program-level and user-level documentation. Enhances software to reduce operating time or improve efficiency. Primary skill set comprises COBOL, IMS DB/DC, CICS, and DB2. Secondary skill set includes all other mainframe software standards. Requires a minimum of 1 year of current experience in this job class.

**Advanced Programmer Analyst (Mainframe)** - Analyzes functional business applications and creates design specifications for developing programs. Develops block diagrams and logic flow charts. Translates detailed design into computer software. Tests, debugs, and refines the computer software to produce the required

product. Prepares required documentation, including both program-level and user-level documentation. Enhances software to reduce operating time or improve efficiency. Primary skill set comprises COBOL, IMS DB/DC, CICS, and DB2. Secondary skill set includes all other mainframe software standards. Requires a minimum of 2 years of current experience in this job class.

**Programmer Analyst (Client Server/Micro)** - Analyzes functional business applications and design specifications for developing programs. Translates detailed design into computer software. Tests, debugs, and refines the computer software to produce the required product. Prepares required documentation, including both program-level and user-level documentation. Enhances software to reduce operating time or improve efficiency. Primary skill set comprises UNIX, Windows, Oracle, PowerBuilder, Visual Basic, and FoxPro. Secondary skill set includes all other Departmental/Desktop software standards. Requires a minimum of 1 year of current experience in this job class.

**Advanced Programmer Analyst (Client Server/Micro)** - Analyzes functional business applications and creates design specifications for developing programs. Translates detailed design into computer software. Tests, debugs, and refines the computer software to produce the required product. Prepares required documentation, including both program-level and user-level documentation. Enhances software to reduce operating time or improve efficiency. Primary skill set comprises UNIX, Windows, Oracle, PowerBuilder, Visual Basic, and FoxPro. Secondary skill set includes all other Departmental/Desktop software standards. Requires a minimum of 2 years of current experience in this job class.

**Network Administrator** - Responsible for the daily operation and support of Local Area Network computer systems. Responsibility may include installation of hardware and software components comprising the network. Must be able to work with vendors and State support staff to quickly diagnose LAN problems and restore service to users in the event of service disruptions. Requires a minimum of 1 year of current experience in this job class.

**Advanced Network Administrator** - Responsible for the support of Local Area Network computer systems including servers on the WAN used for enterprise applications. Responsibility may include installation of hardware and software components comprising the network. Must be able to work with vendors and State support staff to quickly diagnose LAN problems and restore service to users in the event of service disruptions. Must be able to diagnose problems and incompatibilities that may occur with integrated software products and with hardware dependencies. Requires a minimum of 2 years of current experience in this job class.

**LAN System Programmer** - Responsible for installation, maintenance, and support of operating systems, communications software, database packages,

compilers, utility programs, and related systems software. Create special-purpose software to ensure efficiency and integrity between systems and applications. Must be able to work with vendors and State support staff to quickly diagnose operating systems, communications software, database software, or utility problems and restore service to users in the event of service disruptions. Requires a minimum of 1 year of current experience in this job class.

**Advanced LAN System Programmer** - Responsible for installation, maintenance, and support of operating systems, communications software, database packages, compilers, utility programs and related systems software. Modify existing software as well as create special-purpose software to ensure efficiency and integrity between systems and applications. Must be able to work with vendors and State support staff to quickly diagnose operating systems, communications software, database software, or utility problems and restore service to users in the event of service disruptions. Must be able to diagnose problems and incompatibilities that may occur with integrated software products and with hardware dependencies. Must be able to perform capacity planning, do performance tuning, and evaluate software products. Requires a minimum of 2 years of current experience in this job class.

**MVS System Programmer** - Responsible for installation, maintenance, and support of operating systems, communications software, database packages, compilers, utility programs, and related systems software. Create special-purpose software to ensure efficiency and integrity between systems and applications. Must be able to work with vendors and State support staff to quickly diagnose operating systems, communications software, database software, or utility problems and restore service to users in the event of service disruptions. Requires a minimum of 1 year of current experience in this job class.

**Advanced MVS System Programmer** - Responsible for installation, maintenance, and support of operating systems, communications software, database packages, compilers, utility programs and related systems software. Modify existing software as well as create special-purpose software to ensure efficiency and integrity between systems and applications. Must be able to work with vendors and State support staff to quickly diagnose operating systems, communications software, database software, or utility problems and restore service to users in the event of service disruptions. Must be able to diagnose problems and incompatibilities that may occur with integrated software products and with hardware dependencies. Must be able to perform capacity planning, do performance tuning, and evaluate software products. Requires a minimum of 2 years of current experience in this job class.

**UNIX System Programmer** - Responsible for installation, maintenance, and support of operating systems, communications software, database packages, compilers, utility programs, and related systems software. Create special-purpose

software to ensure efficiency and integrity between systems and applications. Must be able to work with vendors and State support staff to quickly diagnose operating systems, communications software, database software, or utility problems and restore service to users in the event of service disruptions. Requires a minimum of 1 year of current experience in this job class.

**Advanced UNIX System Programmer** - Responsible for installation, maintenance, and support of operating systems, communications software, database packages, compilers, utility programs and related systems software. Modify existing software as well as create special-purpose software to ensure efficiency and integrity between systems and applications. Must be able to work with vendors and State support staff to quickly diagnose operating systems, communications software, database software, or utility problems and restore service to users in the event of service disruptions. Must be able to diagnose problems and incompatibilities that may occur with integrated software products and with hardware dependencies. Must be able to perform capacity planning, do performance tuning, and evaluate software products. Requires a minimum of 2 years of current experience in this job class.

**Data Administrator/Database Administrator** - Designs and reviews database systems; evaluates and recommends changes to database systems; and implements new or revised systems to ensure accuracy, efficiency, and adherence to technical standards. Responsible for providing technical assistance to other personnel involved in computer applications development by answering questions, describing techniques, and writing procedures. Monitors application systems performance, evaluates information gathered from users and other staff and review of historical data, and recommends changes to database systems to ensure optimal performance and productivity. May act as project leader in monitoring performance of application systems, and identifies, evaluates, and makes recommendations to management concerning problems or issues in the database environment to ensure optimal performance and productivity of database systems. Responsible for the daily maintenance, tracking and documentation of production database systems including creating and scheduling database specific jobs and determining necessary actions to recover from problems or failures. Develop and enforce the Standards, Procedures, and Guidelines to establish the operational framework in which database management systems are consistently and effectively utilized. Research, identify, evaluate and select database software. Instruct users in the use of database software to enhance database system usage, facilitate problem resolution, and maximize customer service. Requires a minimum of 2 years of current experience in this job class.

**System Administrator** - Provides installation, maintenance, technical and customer support for desktop/workstation and mid-level (including LAN and WAN network application and client server) systems and related software. Installs, configures, and supports system and user application software and provides



upgrades of this software. Identifies peripherals to the systems and performs maintenance on these devices. Schedules and performs system maintenance activities such as performance monitoring, system tuning, data storage configuration and reorganization, and system backups. Executes application and maintenance batch jobs. Defines, establishes, and enforces security access to desktop/workstation and mid-level systems and applications. In most cases, serves as primary contact with software vendors' technical support areas. Analyzes system problems, selects appropriate solutions, and implements corrective actions. Provides basic user training on user application software. As necessary, documents system support and maintenance processes and procedures. Primary skill set comprises basic familiarity with computer hardware and software installation and troubleshooting, with specific experience installing and supporting the following products: UNIX, Sun Solaris, Microsoft Office Suite (Standard), Microsoft Windows, Microsoft Windows NT Server, Microsoft Internet Explorer, NetWare, Netscape, Oracle, 3270, IBM Personal Communications/3270 Procomm Plus, Ethernet Adapter, and Token Ring Adapter. Secondary skill set comprises GroupWise, TCP/IP, and knowledge of all other Departmental/Desktop hardware and software standards. Requires a minimum of 1 year of current experience in this job class.

**Desktop Support** - Performs desktop computer support assignments, with an emphasis on desktop computer problem resolution. Installs a variety of desktop computer hardware and software and provides technical and customer support for these products. Provides customer support to both on-site and remote users. Analyzes users' system problems and provides solutions. Works with teams of analysts, programmers, and users in application development environments. Tests and may write the technical documentation prepared for software or hardware installation. Primary skill set comprises Microsoft Word, Microsoft Excel, Microsoft Project 98, and Microsoft Windows NT 4.0 Workstation. Secondary skill set comprises Microsoft Access and Microsoft Power Point. Requires a minimum of 1 year of current experience in this job class with excellent interpersonal and communication skills, both written and oral.

**Help Desk Representative** - Provides support to a variety of information technology users on hardware, software, telecommunications, and application issues and problems. Function as first level support by receiving, recording, responding to, and following up on trouble calls. Must possess excellent telephone skills, good verbal and written skills, a basic knowledge of information technology (with an emphasis on desktop devices and local area networks), good analytical skills, good technical skills, good keying capability, and familiarity with common business practices and terminology. An individual working in this classification must be able to effectively deal with stress and anxiety. Requires a minimum of 1 year of current experience in this job class.

**Programmer Analyst (Web-Based Technologies)** - Analyzes functional business requirements and design specifications for developing web-based programs

and web-based publishing. Translates detailed design into computer software. Tests, debugs, and refines the computer software to produce the required product. Prepares required documentation, including both program-level and user-level documentation. Enhances software to reduce operating time or improve efficiency. Primary skill set comprises UNIX, Windows, Oracle, MicroSoft Visual Studio, NetDynamics, Visual Basic Script, Java, Java Script, and HTML. Secondary skill sets include knowledge of Microsoft's Internet Information Server (IIS) and Sun's Netscape Enterprise Server, Secure Socket Layers (SSL) to provide the functionality of encryption and decryption of data, knowledge of all other Departmental/Desktop software standards, and knowledge of State recommended web publishing tools. Requires a minimum of 1 year of current experience in this job class.

Special Emphasis: The State anticipates that there may be a strong emphasis on NetDynamics application development.

**Advanced Programmer Analyst (Web-Based Technologies)** - Analyzes functional business requirements and creates design specifications for developing web-based programs and web-based publishing. Translates detailed design into computer software. Tests, debugs, and refines the computer software to produce the required product. Prepares required documentation, including both program-level and user-level documentation. Enhances software to reduce operating time or improve efficiency. Primary skill set comprises UNIX, Windows, Oracle, MicroSoft Visual Studio, NetDynamics, Visual Basic Script, Java, Java Script, HTML, and object oriented principles. Secondary skill sets include knowledge of Microsoft's Internet Information Server (IIS) and Sun's Netscape Enterprise Server, Secure Socket Layers (SSL) to provide the functionality of encryption and decryption of data, knowledge of all other Departmental/Desktop software standards, and knowledge of State recommended web publishing tools. Requires a minimum of 2 years of current experience in this job class.

Special Emphasis: The State anticipates that there may be a strong emphasis on NetDynamics application development.

**NOTE: These skill sets are not intended to be all inclusive for individual assignments. It will not be unusual for a Statement of Work to require specific experience within these definitions and the State's overall Technical Architecture. For example a SOW may require an analyst or programmer with specific experience on accounting applications; or another may require an analyst who has specific experience in writing User Manuals; still**

**another may require a project manager who has led teams involved in welfare systems activities; and so forth.**

## **BUSINESS ANALYST**

**Representative Job Assignment (A specific assignment may involve one of these responsibilities, all of these responsibilities, or some significant mix of the responsibilities (80% probability).)**

- ◆ Analyzes and documents business requirements and processes related to public sector service delivery for a single or multiple related state agencies.
- ◆ Formulates alternative solutions to satisfy these requirements which may involve business process reengineering and/or the deployment of information technology.
- ◆ Plans and/or conducts end user training for new applications.
- ◆ Prepares cost benefit analyses according to State CBA methodology.
- ◆ Develops and/or oversees plans for the execution of a solution from project inception to conclusion.
- ◆ Constructs data models and activity/process models as may be required to define system functions.
- ◆ Provides support for the installation, testing, data conversion, implementation, and ongoing maintenance of information systems.
- ◆ Conducts and documents the results of special studies dealing with systems and/or business process issues.
- ◆ Facilitates sessions to gather and document requirements and explore solutions.

### **Skills Required**

- ◆ Superior negotiating, analytical, group facilitation, and relationship management skills are required.
- ◆ Candidates must be able to work effectively with all levels of state staff from clerical through agency executive management. This includes skillful interviewing capability.
- ◆ Individual must possess superior organizational and written/verbal communication skills.

- ◆ Hands-on Data Modeling and Process Modeling experience may be required for some assignments.
- ◆ An understanding of current information technology with an ability to conceptualize solutions to business problems in the most effective and cost-efficient manner. *(Note: Current information technology in the State's environment includes: 1)multi-tier (mainframe, departmental/midlevel, and desktop) computing; 2)the use of internet and intranet to facilitate service delivery; 3)electronic data interchange; 4)imaging; 5)data warehousing; and, 6)geographic information systems. The deployment of information technology must be consistent with the State's architectural framework which is based upon the philosophy that information sharing, data integration and network interoperability is the basis for effective and efficient service delivery to the citizens of Tennessee. The Information Resources Architecture standards found in Attachment 9.17 support this philosophy.)*
- ◆ An ability to integrate solutions across multiple functional and technical environments is required.

### **Other Considerations**

- ◆ Experience in public sector assignments preferred.
- ◆ Available at assignment home base (primarily downtown Nashville) during normal state working hours.
- ◆ Willing to travel; mostly in-state.
- ◆ Availability for variable duration assignments.

### **Experience and Education**

- ◆ Business Analyst I
  - \* Two years of experience in this classification in last two years
  - \* BA/BS degree
- ◆ Business Analyst II
  - \* Five years of increasingly complex and responsible experience in this classification in last five years.
  - \* BA/BS degree (advanced degree a plus)

◆ Business Analyst III

- \* Ten years of increasingly complex and responsible experience in this classification in last twelve years
- \* BA/BS degree (advanced degree a plus)

**Notes relative to experience and education:**

Increasingly complex - relates to numbers and types of business functions involved; numbers and types of business functional areas involved; numbers and types of interorganizational/intraorganizational issues to be considered; and, numbers and types of information technology components used to provide solutions to business challenges.

Increasingly responsible - relates to the individual's role on a project. At the bottom of the scale might be a role as a junior team member; at the top might be as a team leader for a large team on a major project.

Experience must be current as indicated. Old experience outside the indicated time frame will not be considered.

**NOTE: These skill sets are not intended to be all inclusive for individual assignments. It will not be unusual for a Statement of Work to require specific experience within a business area with in-depth knowledge of the disciplines related to that area.**

**ATTACHMENT**  
**9.15 DRAFT REFERENCE CHECK FORM**  
**RFP # 317.03.002**

**State Of Tennessee**  
IT/BA PRO Personnel References

**Vendor Information**

Vendor Name:	Vendor Name
Reference Checked By:	Name
Reference Date:	99/99/9999

**Candidate Information**

Name of Candidate:	Candidate Name
Description of Project:	Description
Title on Project:	Title
Dates of Employment:	Dates
Primary Duties:	Duties

**Reference Information**

Company/Agency Name:	Name
Contact Person:	Company Contact
Title:	Title
Phone Number:	Phone
Relationship to Candidate:	(Supervisor, Colleague, Customer, Other)

**How would you rate the applicant in the following categories?**

**Categories: (Please type the Proper Response – Fair, Good, Very good, Excellent)**

Quality of Work	Response
Technical Ability	Response
Communication Skills	Response
Problem Solving Skills	Response
Productivity	Response
Willingness to Take Direction	Response
Meeting Target Dates	Response
Initiative	Response
Attendance/Punctuality	Response
Team Attitude	Response

Would you rehire the candidate or recommend  
Him/her for a position with your company? (Yes or No)

## **ATTACHMENT**

### **9.16 IT/BA PRO TECHNICAL REQUIREMENTS**

**RFP # 317.03.002**

Note that the following reflects the current technical requirements and is subject to change:

#### **Minimum System Recommendations**

IT/BA PRO can be accessed from any desktop system with a web browser and Internet access. The minimum system recommendations are provided to help the IT/BA PRO user derive the maximum benefits of the application functions.

##### ***Web Browser***

Netscape 3.0 or greater

##### ***Java/JavaScript***

Java and JavaScript must be enabled for the browser. This is generally located under options or preferences on the browser's menu bar.

Netscape 3.0 - From the menu bar choose Options, Network Preferences; choose the Languages tab in the Preferences window; be sure Enable Java and Enable JavaScript are checked.

Netscape 4.0 - From the menu bar choose Edit, Preferences; choose Advanced under Category in the Preferences window; be sure Enable Java and Enable JavaScript are checked.

##### ***Monitor Resolution***

800 x 600

A lower resolution will work. The recommended resolution should eliminate the horizontal scroll bars.

##### ***Word Processing Software***

Any State-standard word processing software that can read .doc files should work. Word or Wordpad is recommended. This is the software that will be used to view resumes and references.

##### ***Internet Email Address***

An Internet email address is necessary for sending and receiving notifications created by the application.



## ATTACHMENT

### 9.17 STATE STANDARD INFORMATION RESOURCES ARCHITECTURE

RFP # 317.03.002

## About the Technical Architecture

The Information Resources Architecture is a framework of established standards, guidelines, and directional statements to be used in the management of information resources in the State. It is designed to promote and facilitate information and resource sharing across organizational, technological, and geographic boundaries. The Architecture provides a foundation on which to build effective technology to satisfy the information needs of the customer.

The Architecture is used during information systems planning and in the acquisition of products and services. It represents the current information environment in Tennessee. As strategic Information Technology (IT) direction evolves and new technologies are evaluated, changes are made to the Architecture to satisfy the on-going needs of the State's systems environment.

The Architecture standards are developed to support the State of Tennessee Information Resource Policies. They represent an on-going commitment to an open but organized statewide Architecture.

### Conceptually, the Architecture:

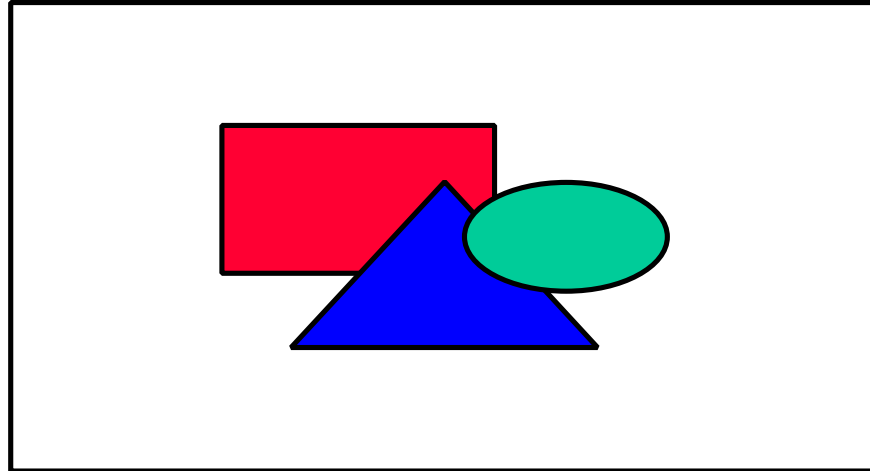
1. Reflects the management policy which is the basis for acquisition and use of information resources.
2. Facilitates a strategy for data and information sharing/exchange between applications and among personnel.
3. Lends direction as a technology guideline for the selection of appropriate processing components.
4. Provides a communications strategy that integrates voice, data, image and video into a statewide network that is based on standards, in support of applications systems.
5. Describes the functional characteristics of information processing within state government.

### Related Sources

- Information Systems Plan by Agency
- Information Systems Planning Guidelines
- State of Tennessee Information Systems Plan
- State of Tennessee Information Resource Policies
- State of Tennessee Information Resource Standards

### Architecture Standards Approval Process

State agencies and OIR recognize items that should be considered for inclusion in the **Architecture**. Standards proposals and directional changes for hardware or software are evaluated by the Department of Finance and Administration, Office for Information Resources (OIR). The Chief of OIR recommends Architecture standards to the Information Systems Council (ISC) for approval.



## **Architecture Philosophy**

The State's architectural framework is founded upon the philosophy that information sharing, data integration and network interoperability is the basis for effective and efficient service delivery to the citizens of Tennessee. Architectural components are identified to support this philosophy.

So many technical options are available that an architectural framework takes on increased importance. The Architectural standards must ensure that network components are compatible, and at the same time meet the business needs of state government. In addition, this architecture must enable the State to effectively incorporate new technology when it is needed.

## **Support Network and Communications Interoperability**

When designing and building the communications infrastructure, components are chosen that enable future growth and support a multi-vendor environment. The network must provide interoperability so that agencies have the capability to interact with each other. Upgrades and enhancements to the network must consider future needs of agencies to interact with all levels of government, citizens, private industry and outside networks.

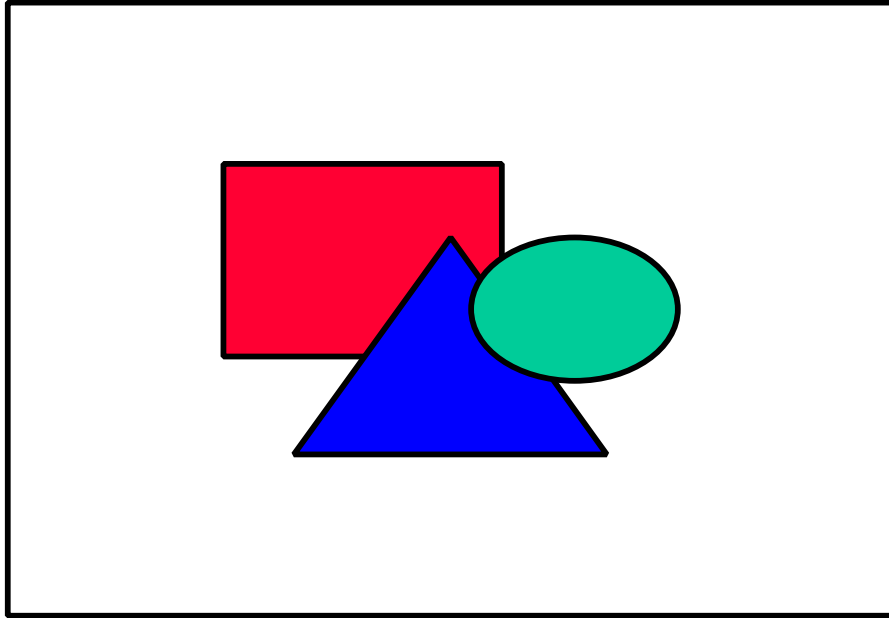
## **Provide information sharing and integration capabilities**

A significant information systems priority is to provide access to information required to meet business needs. The business requirement of the statewide network is to provide the ability to gather information, regardless of the source from within government, in order to support decision making.

## **Provide the framework for the planned acquisition of hardware, software and communications components.**

Through on-going planning and review, through the use of statewide contracts, and with a view towards the future, the Architecture seeks to leverage existing investments in hardware and software and utilize existing systems when appropriate. New information

technologies are evaluated and, as they become stable and cost effective, are integrated into the State environment to provide the framework for future growth.



## Architecture Guidelines

### Hardware, Software and Communications

#### Goals and Objectives

Guidelines and directions concerning hardware, software and communications seek to ensure compatibility, transportability and connectivity in support of customer business needs. Any state government employee at any workstation should be able to access any information for which they are authorized. Strategic products are identified to create the environment for fulfilling this necessity of access to required information. Contracts are maintained to provide a source of supply for State agencies for the strategic products that they may require.

#### Directions

1. Utilize relational structures but continue to support hierarchical database management at the State-Level.
2. Maintain central processing resources for information storage and retrieval for statewide usage.
3. Provide an infrastructure that enables the interoperability of distributed environments in agencies, centrally, and with other governmental entities.
4. Provide contracts for standard software, hardware and services.
5. Evaluate products to assure that sufficient tools, capabilities and expertise are available to enhance the effective use of technology.
6. Support the transition from hierarchical to peer-to-peer network communications.
7. Monitor the industry development of an architecture that can handle the integration of voice, data, video and image within the State network. Provide the coordinated,

inter-operable and responsive communications infrastructure necessary to support the transfer of state information -graphical, character, images, video, and voice.

## Data and Applications

### Goals and Objectives

Data is a valuable asset and resource of the State. The Office for Information Resources provides technical direction and infrastructure and acts as a caretaker for the information processed through the State Data Center. OIR is responsible for procedures to maintain physical and logical access, security and protection of this information. Applications created to deliver data or information are guided by the customer's business needs instead of available technologies.

### Directions

1. Implement an information policy which:
  - recognizes the importance of information to the State,
  - promotes and encourages effective management of information resources; and
  - provides a framework of guidelines for acquisition, classification, standardization, inventory, dissemination, and utilization of information.
2. Promote customer awareness of their responsibilities for security and the consequences that result from misuse of automated information and computer hardware and software (Code of Ethics).
3. Assist agencies in the development of a Business Resumption Plan (BRP). The BRP will encompass all critical business functions along with information processing activities for recovery to include restoration of computer operations.
4. Expand and enhance the data dictionary function to include:
  - documentation of all information-related resources,
  - serve as the statewide repository for data resources which spans agency boundaries.
5. Provide tools for information dissemination which provide an effective means for State agencies to make frequently referenced materials, (i.e. policy and procedure manuals, regulations, etc.) available to State employees and the general public.
6. Develop a systematic approach toward the maintenance and replacement of applications critical to State government when they become outdated.
7. Strive to enhance the quality and consistency of data to facilitate data sharing and reusability.
8. Use information systems management methodologies and techniques for application development.

## Client/Server Environment

- **Definition:** The client/server environment incorporates several technologies, such as an intelligent workstation, network, and server platform as well as a variety of software that must work together. The goal of the client/server environment is to make information available to the user in a user friendly, graphical way. The user does not have to understand the underlying technology that enables the delivery of information to the workstation. A classic client/server architecture model is one

where an application runs on the workstation and interfaces through a network, to a server where the data is stored and back-end processing takes place.

- **Direction:** Client/server is one way to provide a solution to a business's information access problem. A combination of factors must be analyzed before deciding on the type of environment to be implemented. Depending on where the information is needed, the size of the information store, disaster recovery, security issues, and many other issues, the solution must consider both current and potential needs. The State's Architecture supports multiple solutions for solving business problems and encourages information systems professionals to choose solutions where data access is provided in a consistent way among the various servers that deliver information. Statewide information asset issues are recognized in all information and business analysis. In the client/server arena, data access and technological decisions must be based on a range of information sharing needs.

### Electronic Data Interchange (EDI)

- **Definition:** EDI is a standard for the electronic exchange of business documents, that was developed by the Data Interchange Standards Association (DISA).
- **Direction:** Tennessee encourages the use of electronic data exchange, including electronic funds transfer and electronic benefits transfer. EDI can increase timeliness of information to be exchanged, improve accuracy since the information moves through fewer processes, and save personnel time. Electronic Funds Transfer is currently being used by the Department of Treasury. The Department of Human Services is planning to participate in a food stamps Electronic Benefits Transfer pilot program.

### Electronic Mail

- **Definition:** Electronic mail is the transmission of documents, notes and messages across a network. It is also called e-mail. It enables the user to compose messages or notes and send the documents in seconds to one or more recipients within the network.
- **Direction:** The State encourages the use of electronic mail to facilitate communications throughout government and its constituency.

### GIS

- **Definition:** Geographic Information Systems (GIS) combines the use of geographic information with descriptive information to enable spatial presentation and analysis. Agencies responsible for managing and analyzing resources such as land, buildings, highways, and natural resources, as well as demographic data used in law enforcement, emergency management, and human resources may need to relate the location of features to the characteristics of those features.
- **Direction:** The State advocates and encourages the exchange, sharing, and development of geographical information among federal, state, and local entities.

### Data Warehousing

- **Definition:** A data warehouse is a set of read-only databases designed to enhance the activities of querying, reporting and analysis. Data warehousing includes all activities regarding the creation, population and maintenance of those databases.

The key to a successful data warehouse is clean, consistent and accurate data, which can be easily located and manipulated by agency personnel.

- **Direction:** The State advocates and encourages the use of a centrally located and administered State data warehouse along with departmentally administered data marts (extracts from the data warehouse, usually summarized).

## Internet

- **Definition:** The Internet is a large system of linked computer networks, worldwide in scope, that facilitates communication across a wide array of businesses and organizations, including government and education. For example, services such as remote log-in, file transfer, electronic mail and newsgroups may be found. The Internet makes available a means of connecting existing computer networks that greatly extends the reach of each participating system. By way of the Internet, the World Wide Web provides for hypertext linking of multimedia documents, making the relationship of information that is common between documents easily accessible and completely independent of physical location.
- **Direction:** The State views the Internet as a resource in electronic communications. It is anticipated that the State's use of the Internet technologies will continue to increase as business solutions are developed using this media.

## Methodology

- **Definition:** A methodology is a systematic or orderly way of approaching business analysis, information systems and information technology.
- **Direction:** Analysis of and the potential for re-engineering business processes is an important ingredient in a systems development methodology. We recognize the need to have methodologies to guide development. In the Standards, Procedures and Guidelines, methodologies and practices are presented in detail. Policy 4.00 - Information Systems Design and Programming and Policy 5.00 - Information System Management and Application Development address the role of a methodology.

## Imaging

- **Definition:** Imaging is the electronic capture, storage, management, communication and retrieval of documents that have been converted from paper to digitized form. Imaging technology allows these images to be displayed, annotated and distributed throughout the organization, and to be stored and retrieved from a variety of image storage media. The business benefits of imaging systems include concurrent access by multiple users and improved accuracy. Imaging systems can be categorized as imaging-enable traditional applications or multi-user-integrated systems. Some points to consider include:
  1. Imaging technology introduces an efficient but very different method of retrieving and using information by changing workflow and processes.
  2. The conversion of paper back-files can be costly and their indexing must be done with great accuracy to avoid data loss.
  3. The life of optical media, projected at 10-30 years, is much less than paper or microfilm.

4. Media inaccessibility due to hardware/software changes is a bigger constraint than media life.
  5. There must be realistic expectations regarding the project results.
- **Direction:** The State has developed an imaging strategy and established the State's Imaging Architecture. The architecture provides scaleable solutions from a small desktop imaging application to a large volume server base application integrated into an existing transaction system.

# Hardware/Software Product Standards

Category	Sub-category	Servers				Desktop
	<b>Operating Systems</b>	<b>OS/390</b>	<b>Solaris</b>	<b>Netware</b>	<b>NT</b>	<b>Windows 95 Windows NT Workstation</b>
<b>Software</b>	File and Print Services			NetWare		
<b>Software</b>	Application/Data-base Server Operating System	OS/390	Solaris	NetWare	Windows NT Server	
<b>Software</b>	Firewall		Firewall-1			
<b>Software &amp; Hardware</b>	Virtual Private Networks		IRE VPN		IRE VPN	IRE VPN
<b>Software</b>	WEB Server		Netscape		Internet Information Server	
<b>Software</b>	Postal Verification Certification		Finalist (Cross Check)			
<b>Software</b>	Data Warehousing/ Metadata Storage, Extraction, Cleansing, Transformation	Prism Solutions			Prism Solutions	Prism Solutions
<b>Software</b>	Data Warehousing/ Relational on-line Analytical Processing (ROLAP)				MicroStrategy	MicroStrategy
<b>Software</b>	Data Modeling Tools					Data Architect Warehouse Architect Erwin
<b>Software</b>	Listserv		L-Soft		L-Soft	
<b>Software</b>	Internet Application Development Tools		SUN's NetDynamics		SUN's NetDynamics Microsoft's Visual Studio	
<b>Software</b>	Electronic Mail	DISOSS Office Vision		GroupWise		GroupWise
<b>Software</b>	System/Data Security	RACF logical security Dial-up Security: LEEMAH	UNIX Operating System Security	NetWare Operating System Security	Windows NT Operating Systems Security	Screen Saver Power-On Password NT Log-on



Category	Sub-category	Servers				Desktop
	Operating Systems	OS/390	Solaris	Netware	NT	Windows 95 Windows NT Workstation
Software	Batch Reporting Languages	Easytrieve Plus SAS QMF	SQR			
Software	CBT (Computer Based Training)	Phoenix		Phoenix		Phoenix
Software	Change Management	Librarian (Change Control Facility)				
Software	Communications Protocol	SNA/SDLC	TCP/IP Dial-up Asynchronous PPP	NetWare IPX/SPX Dial-up Asynchronous TCP/IP PPP	TCP/IP	Dial-up Asynchronous PPP
Software	Computer Based Reference	TextBOOK				
Software	DBMS	DB2 IMS/DB	INFORMIX Oracle	Oracle	Oracle	DBase Oracle FoxPro Access
Software	Desktop Publishing					Pagemaker
Software	Developmental Languages	COBOL MVS TELON FORTRAN	Power Builder	Power Builder	Power Builder	Visual Basic Access FoxPro Power Builder
Software	Graphical User Interface					Mozart
Software	GIS		ARC/INFO ARC View		ARC/INFO ARC View	ARC/INFO ARC VIEW
Software	File Transfer	MVS/ Expedite XCOM TSO Connect* Direct	RJE FTP	NetWare SAA	FTP	XCOM PC3270 Attachmate LAN Workplace (FTP)
Software	Host (Mainframe) Communications	ACF/VTAM (telecomm -unications access) ACF/NCP (Network Control Program)	3270 RJE	NetWare SAA (3270, SNADS)	Host on Demand (HOD)	IBM Personal Communications / 3270 Procomm Plus (includes host communications & PC to PC, etc.) NSA, (RJE) Host on Demand (HOD)

Category	Sub-category	Servers				Desktop
	<b>Operating Systems</b>	<b>OS/390</b>	<b>Solaris</b>	<b>Netware</b>	<b>NT</b>	<b>Windows 95 Windows NT Workstation</b>
<b>Software</b>	Middleware	EDA			STARSQL	STARSQL
<b>Software</b>	Output Management	INFOPAC Microfiche AFP (Advanced Function Printing)				
<b>Software</b>	Spreadsheets					Excel Lotus 1-2-3
<b>Software</b>	TP Monitors	ROSCOE CICS IMS/DC TSO				
<b>Software</b>	Word Processing					Microsoft Word Word Perfect
<b>Software</b>	Imaging		FileNet IMS		Watermark	
<b>Software</b>	Software Distribution					ZENworks
<b>Software</b>	System Management	NetView	OpenView Optivity	ManageWise		ZENworks
<b>Software</b>	Virus Protection			Norton Anti-virus	Norton Anti-virus	Norton Anti-Virus
<b>Software</b>	Browser					Netscape Internet Explorer
<b>Software</b>	Ad-hoc Query/Reporting	QMF	SQR			BI/Query
<b>Software</b>	Backup/Retrieval			ArcServe	ArcServe	
<b>Software</b>	Report Distribution	INFOPAC FDR HSM				
<b>Hardware</b>	Network	IBM 3745	Ethernet adapter	Ethernet adapter Token Ring adapter	Ethernet adapter Token Ring Adapter	SDLC/ DFT Token Ring adapter Ethernet adapter
<b>Hardware</b>	Processor	IBM (OS/390) compatible	Solaris compatible	Intel	Intel	Intel

Category	Sub-category	Servers				Desktop
	Operating Systems	OS/390	Solaris	Netware	NT	Windows 95 Windows NT Workstation
Methodology	Systems Development Life Cycle Methodology	Spectrum James Martin's Information Engineering Methodology	Spectrum James Martin's Information Engineering Methodology	Spectrum James Martin's Information Engineering Methodology	Spectrum James Martin's Information Engineering Methodology	Spectrum James Martin's Information Engineering Methodology
Software	Project Management			Microsoft Project ABT Project Workbench	Microsoft Project ABT Project Workbench	Microsoft Project ABT Project Workbench
Software	Problem Management (Help Desk)		Remedy Action Request System			Remedy User Windows NT

# Communications Standards

<b>Hardware</b>	Cable & Wire	Must conform to (1) TIA/EIA wiring standards, (2) BICSI TDM standards, and (3) Lucent Technologies Systimax (trademark) PDS Premise Distribution Systems. Standard workstation wiring includes level 3 UTP for voice and category 5 UTP for data. Riser cables include fiber optic Every office in a new cabling plan is wired for both voice & data
<b>Hardware</b>	Cellular Telephone Cellular Radio	Meets Industry standards that includes FCC requirements 10 number speed dial Roaming feature Home station service Three models: mobile units, transportable units, portable or hand-held units
<b>Hardware</b>	Pagers	Must meet industry standards Three categories are: (1) pagers that vibrate, (2) pagers with digital display, & (3) tone/voice message capability
<b>Hardware</b>	PBX	Digital One platform that can grow from 100 to 5,000+ users ISDN compatible Statewide services coverage Automatic call distributor capability Least cost routing Call Accounting Software (SMDR) Compatible with the State network - tandem switching capability Multiple button sets Capable of switching data
<b>Hardware</b>	Key Telephone System	Key systems are mostly for small offices Ability to handle 1 to 60 users Intercom capability Speed Dialing Compatible with ESSX Speaker phone capability DSS - Direct Station Selection Console
<b>Hardware</b>	Network	Data phone II diagnostic controller and modems/3274 controller compatible Token Ring Adapter/Ethernet Adapter
<b>Software and Hardware</b>	VMS Voice Messaging System	Memory Call and Call Express Premise-based hardware & software
<b>Service</b>	Communications Networks	Internet, AAMVANET, ADVANTIS

**ATTACHMENT**  
**9.18 PERFORMANCE BOND COMMITMENT**  
**RFP # 317.03.002**

**[SURETY COMPANY LETTERHEAD]**

**[DATE]**

The Honorable John D. Ferguson, Commissioner  
Department of Finance and Administration  
State Capital  
Nashville, Tennessee 37243

Commissioner Ferguson:

**[COMPANY NAME]** is a Surety Company licensed to transact business in the State of Tennessee by the Tennessee Department of Commerce and Insurance (license number **[NUMBER]**).

Please accept this communication as a letter of commitment to issue a Performance Bond in the required form attached hereto (completed except for the subject contract number, the contract maximum liability, and signatures which shall be completed upon issuance of the bond).

The subject bond will cover the initial contract period and all extensions thereof.

**[OR "The subject bond will cover the period [PERIOD COVERED]. All conditions regarding renewal of the bond are detailed below:]**

**[ALL CONDITIONS REGARDING RENEWAL OF THE BOND].**

Sincerely,

**[NAME AND TITLE]**

Attachment

### PERFORMANCE BOND

The Surety Company issuing bond shall be licensed to transact business in the State of Tennessee by the Tennessee Department of Commerce and Insurance. Bonds shall have certified and current Power-of-Attorney for the Surety's Attorney-in-Fact attached. The Attorney-in-Fact who executes bond on or on behalf of the Surety shall be licensed by and a resident of the State of Tennessee, and the Attorney-in-Fact's license number shall be affixed to the bond; or, countersignature by a licensed Agent who is a resident of the State of Tennessee, and the Agent's license number shall be affixed to the bond in addition to the signature of the Attorney-in-Fact.

#### KNOW ALL BY THESE PRESENTS:

That we,

---

(Name of Principal)

---

(Address of Principal)

as Principal, hereinafter called the Principal, and

---

(Name of Surety)

---

(Address of Surety)

as Surety, hereinafter call the Surety, do hereby acknowledge ourselves indebted and securely bound and held unto the State of Tennessee as Oblige, hereinafter called the Oblige, and in the penal sum of

---

(Dollar Amount of Bond)

good and lawful money of the United States of America, for the use and benefit of those entitled thereto, for the payment of which, well and truly to be made, we bind ourselves, our heirs, our administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

#### BUT THE CONDITION OF THE FOREGOING OBLIGATION OR BOND IS THIS:

**WHEREAS**, the Oblige has engaged the Principle for a sum not to exceed

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(Contract Maximum Liability)

to complete Work detailed in the Scope of Services detailed in the State of Tennessee Request for Proposals bearing the RFP Number:

---

(RFP Number)

and further detailed in a written Contract bearing the Contract Number (assigned by the State of Tennessee):

(Contract Number)

a copy of which said Request for Proposals and Contract are by reference hereby made a part hereof, as fully and to the same extent as if copied at length herein.

**NOW, THEREFORE**, if the Principal shall fully and faithfully perform all undertakings and obligations under the Contract hereinbefore referred to and shall fully indemnify and hold harmless the Obligees from all costs and damage whatsoever which it may suffer by reason of any failure on the part of the Principal to do so, and shall fully reimburse and repay the Obligees any and all outlay and expense which it may incur in making good any such default, and shall fully pay for all of the labor, material, and Work used by the Principal and any immediate or remote sub-contractor or furnisher of material under the Principal in the performance of said Contract, in lawful money of the United States of America, as the same shall become due, then this obligation or bond shall be null and void, otherwise to remain in full force and effect.

**AND** for value received, it is hereby stipulated and agreed that no change, extension of time, alteration, or addition to the terms of the Contract or the Work to be performed thereunder or the specifications accompanying the same shall in any wise affect the obligation under this bond, and notice is hereby waived of any such change, extension of time, alteration, or addition to the terms of the Contract or the Work or the specifications.

**IN WITNESS WHEREOF** the Principal has hereunto affixed its signature and Surety has hereunto caused to be affixed its corporate signature and seal, by its duly authorized officers,

on this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_.

**WITNESS:**

---

(Name of Principal)

---

(Name of Surety)

---

(Authorized Signature of Principal)

---

(Signature of Attorney-in-Fact)

---

(Name of Signatory)

---

(Name of Attorney-in-Fact)

---

(Title of Signatory)

---

(Tennessee License Number of Agent  
or Attorney-in-Fact)

---

(Counter Signature of Resident Agent  
if not same as Attorney-in-Fact)

**ATTACHMENT**  
**9.19 PROPOSAL FINANCIAL RESOURCES DOCUMENTATION**  
**RFP # 317.03.002**

PROPOSER SIGNATURE

DATE

<b>FINANCIAL RESOURCE DOCUMENTATION</b>	<b>AMOUNT <sup>1</sup></b>	<b>FINANCIAL STATEMENT PAGE REFERENCES <sup>2</sup></b>
1) <b>CURRENT ASSETS</b> (cash, marketable securities, accounts receivable, and inventories)		
2) <b>FIXED ASSETS</b> (plant and equipment less depreciation)		
3) <b>CASH</b>		
4) <b>INVENTORIES</b> (cash value of inventories)		
5) <b>CURRENT LIABILITIES</b> (accounts payable, short-term notes payable, current maturities of long-term debt, accrued income taxes, and other accrued expenses and wages)		
6) <b>LONG-TERM DEBT</b>		

<sup>1</sup> Amount as documented by the audited financial statement.

<sup>2</sup> References to audited financial statement pages where the subject amount may be confirmed. The amounts should be highlighted on the referenced pages of the audited financial statement submitted with the proposal in response to this RFP.



**ATTACHMENT**

**9.20 AMENDMENTS/CLARIFICATIONS/QUESTIONS**

**RFP # 317.03.002**

The Amendments/Clarifications/Questions immediately follow this page.